

The Solicitors' Journal.

LONDON, MARCH 11, 1882.

CURRENT TOPICS.

IT IS UNDERSTOOD that the Rule Committee of Judges completed their consideration of the Report of the Procedure Committee at their meeting on Wednesday last.

LORD JUSTICE BAGGALLAY is suffering from a severe attack of gout, and it is doubtful whether his lordship will be able to resume his sittings in the Court of Appeal till after Easter.

IT HAS BEEN ARRANGED that, in the absence of Lord Justice BAGGALLAY, Sir JAMES HANNEN will sit with the Court of Appeal at Lincoln's-inn on two days in each week. On the other four days the court will take interlocutory appeals.

THE HOPE EXPRESSED by Mr. SHAW-LEFEVRE in the House of Commons on Thursday last that the courts in the new building of the Royal Courts of Justice would be formally opened about Midsummer next, must appear to anyone who has recently inspected the interior of the building to be somewhat sanguine. It is true that the central hall is in a fair way towards completion, the Dennett flooring being now filled in. It will, however, take some time to complete the ornamental carving and to lay down the pavement. The courts are roofed in, and in most of them the ceiling is complete, but the fittings are not more advanced than they were three months ago. The general impression seems to be that the long vacation is likely to arrive before the courts are ready for occupation. We believe that a somewhat imposing opening ceremony is contemplated.

THE LAW as to attacks upon the Sovereign is very severe and precise. It is contained in two statutes, the first dealing with attempts to kill or hurt, the second with attempts to intimidate. The first statute, 36 Geo. 3, c. 7, made perpetual by 57 Geo. 3, c. 6, makes it treason to "compass, imagine, devise, or intend death, or any bodily harm tending to death"; the punishment for treason (mitigated of its attendant horrors by 54 Geo. 3, c. 146, and 33 & 34 Vict. c. 23, s. 31) being death. The second statute, 5 & 6 Vict. c. 51, makes it a high misdemeanor "to discharge, or attempt to discharge, or point, aim, or present at or near the person of the Queen any gun, pistol, or any other description of firearms," whether loaded or not, "with intent . . . to alarm her Majesty," the punishment to which the offender is liable being penal servitude for seven years, or imprisonment for three years, with the additional liability "to be publicly or privately whipped as often and in such manner and form as the court shall order and direct, not exceeding thrice." A subsequent statute, 25 Vict. c. 18, provides that "no offender shall be whipped more than once for the same offence"; but it may be doubted whether this provision applies generally, or is restricted to offences punishable by summary conviction only.

IT HAS BEEN SUGGESTED that some stringent measures are necessary to check the growing use of revolvers. If it should be determined to legislate in this direction, a very simple amendment of the Gun License Act, 1870 (33 & 34 Vict. c. 57), would probably effect all that could be reasonably desired. This Act, which applies to "a firearm of any description, and an air-gun, or

any other kind of gun from which any shot, bullet, or other missile can be discharged," imposes a duty of ten shillings upon every person using or carrying a gun, the penalty for using or carrying a gun without license being ten pounds. It is probable that the statute is very much evaded. Even where it is not evaded, the rule, no doubt, is to buy the gun first, and to take out the license afterwards. All things considered, we do not see any very great objection to making it a condition precedent to obtaining a gun that the license should first be produced. This object could in a great measure be attained by making it penal to sell a gun without a production by the buyer of a license. Thus the means of identifying buyers would be increased, and impecunious buyers might be forced, in some instances, to abandon the intention of purchasing altogether.

THE POPULAR IDEA that JUMBO was going to be made a ward of court, and the legal notion that since no express power to sell animals is given by the charter of the Zoological Society, the elephant could not be sold, were dispelled by the decision of Mr. Justice CHITTY on Wednesday. The doctrine of acts done *ultra vires* has never been put so high as this. The true proposition is that the society cannot do anything which its constitution does not expressly or *impliedly* warrant. According to the learned judge, and we think also according to common sense, a power of selling off dangerous or expensive animals must be implied as incidental to the power of management vested in the council. The council ratified the sale of JUMBO; hence there was an end of the case. The Master of the Rolls, some years ago, refused to grant a mandatory injunction to compel the performance of a farming covenant, on the ground that the court could not take upon itself the superintendence of farming operations throughout the country, and Mr. Justice CHITTY has now, with equal decisiveness, declined to undertake the management of menageries. The attempt to apply to the case the doctrine that persons acting in a semi-judicial capacity, such as the committee of a club considering the question of the expulsion of a member, must not exercise their discretion contrary to natural justice—that is to say, without hearing the member—was, to speak mildly, more courageous than complimentary to the understanding of the court.

SINCE THE ACQUISITION of the inland telegraphs by the Post Office there have from time to time been discussions, not without some divergencies of judicial opinion, as to the right of the Postmaster-General to refuse to produce a telegram in evidence after being served with a *subpœna* to do so. Most of the prevalent uncertainty upon this subject will probably have been removed by the observations made last week by Sir JAMES HANNEN in the Palliser divorce case. The petitioner desired to give evidence of the contents of a telegram which had been sent by the co-respondent to the respondent, and the representative of the Post Office, who attended upon a *subpœna duces tecum*, stated that all original telegrams were treated by the department as privileged communications, and declined to produce the telegram asked for unless expressly ordered to do so by the court. Sir J. HANNEN, thereupon directed its production, and expressed a hope that the Post Office would in future give no trouble in such cases. He laid it down that "there is no privilege in courts of justice for private documents which pass through the Post Office," except where, "in the opinion of the proper authority," it would be "inexpedient in the public interest" to produce them. These observations, while fully recognizing the well-established right of the head of a Government department to withhold information or documents the disclosure of which would, in his opinion, be detrimental to the public interest, seem to give the Postmaster-General, in the

case of private telegrams, no greater powers or privileges than would attach to an ordinary telegraph company.

THE RECENT CASE of *Graff v. Evans* decides that there is no obligation on the committee of a club of which the members are proprietors to take out a license under the Licensing Acts. The question turned upon section 3 of the Licensing Act, 1872 (35 & 36 Vict. c. 94), which enacts that "no person shall sell or expose for sale by retail any intoxicating liquor without being duly licensed to sell the same," and the court (FIELD, J., and HUDDLESTON, B.) held that as the stock of liquor, though legally vested in trustees for purposes of convenience, was really and equitably the property of the members, sale to a member was no "sale" within this section, although the price paid considerably exceeded the cost price, by reason of an addition thereto to provide for the expense of warehousing, &c., which addition went to the general purposes of the club. Curiously enough, the particular offence complained of consisted in a supply to a member for his own use at home, so that the license required, if any, would have been a license to sell the particular liquor supplied for consumption off the premises where sold. But HUDDLESTON, B., was careful to point out that this circumstance did not affect his decision in the least, and it is clear that the law is the same whether the liquor sold be consumed on the club premises or elsewhere, so long as it is supplied to a member. There was a finding in fact by the magistrate (Mr. D'EYN COURT, who had, however, convicted the manager) that the club was a *bond fide* club, so that the court was relieved from the consideration of any such difficult questions as might arise in the case of a club having terms of admission so easy as to be to all intents and purposes a public-house, or, to use the statutory term, an "inn, alehouse, or victualling house." And it is very material to point out that the case is by no means an authority upon which the proprietors of *proprietary clubs*, in which ownership and membership are distinct, may safely continue their business without taking out licenses. The immunity of these gentlemen depends upon whether the courts would take a strict view of the Licensing Acts or not. They are clearly within the letter of section 3, which prohibits a sale without license, for they sell, and they have no license. But we are inclined to think that if their terms of admission were sufficiently exclusive—a question which seems to be one of fact—a court would hold that they required no license, on the ground that the Licensing Acts are concerned with places of public resort only, whereas it is the essence of a club, properly so called, that it should be nothing of the kind. But the question is a difficult one, and must inevitably arise for judicial decision before long. As an argument in favour of a license being required, we may mention that it was stated in evidence before the Select Committee on Public Houses, in 1854, that the excise license, at any rate, ought to be taken out by "all the proprietary clubs in St. James'-street." It is clear law, however, that where an excise license is required for the sale of intoxicating liquor to be drunk on the premises where sold, there a corresponding license from justices of the peace is required also (6 Geo. 4, c. 81, s. 13; Wine and Beerhouse Act, 1869, s. 4; Licensing Act, 1872, s. 74).

THE MUNICIPAL CORPORATIONS BILL, which is prepared and brought in by Mr. HIBBERT and Sir WILLIAM HARCOURT, is, as we learn from a useful explanatory note, "as far as practicable, a pure consolidation Bill." It contains 258 clauses, nine schedules, and sixteen forms. It repeals "generally" forty-three prior statutes from the Municipal Corporations Act, 1835, to the Parliamentary and Municipal Registration Act, 1878, this latter and eleven other statutes being partially eliminated, and the remaining thirty-one wholly swept away. It repeals, "only as to boroughs within" its scope, twenty-six statutes from 3 Ed. 1, c. 6, "in part," to the Town Council and Local Boards Act, 1880, which it repeals entirely. "Some slight alterations are proposed by the Bill of matters, either of mere language or comparatively unimportant detail." From the samples given of these alterations it seems that they merely clear up doubts, supply omissions, or substitute what are considered to be more, for less, convenient

descriptions of persons and things. Thus, the barrister appointed to assist the recorder is to be called "assistant recorder," instead of assistant barrister, and the room in which borough justices sit is to be called "justices' room," instead of "police office." We are told, too, that "the office of ward assessor is abolished by the Ballot Act, 1872, and, accordingly, would revive on the expiration of that Act, but it has been assumed in the Bill that the abolition was intended to be permanent." On this point, however, the Bill is not quite in keeping with the promise of the note, for we are presented, in part 4 of schedule 3, with a list of ten "enactments which are to revive on the expiration of the Ballot Act."

THE STATEMENT by Mr. Justice KAY on Wednesday last, in the case of *Williams v. Williams*, that a man could not dispose, by will or any other instrument, of his own body, was not quite accurate. There is at least one case in which a man may deal with his mortal remains. The Anatomy Act (2 & 3 Will. 4, c. 75), s. 8, provides that "if any person, either in writing at any time during his life, or verbally in the presence of two or more witnesses during the illness whereof he died, shall direct that his body, after death, be examined anatomically, or shall nominate any party by this Act authorized to examine bodies anatomically to make such examination, and if, before the burial of the body of such person, such direction or nomination shall be made known to the party having lawful possession of the dead body, then such last-mentioned party shall direct such examination to be made, . . . unless the deceased person's surviving husband or wife or nearest known relative . . . shall require the body to be interred without such examination."

RIGHT TO INSURANCE MONEY OF PREMISES CONTRACTED TO BE SOLD.

THE case of *Rayner v. Preston* (29 W. R. 547, L. R. 18 Ch. D. 1) which we briefly discussed in its practical aspects at the time of its decision, deserves a more careful consideration. It raised a very nice point with regard to the law of vendor and purchaser, which unfortunately led to a difference of opinion in the Court of Appeal. The Master of the Rolls in the court below, and Cotton and Brett, L.JJ., in the Court of Appeal, thought one way, and James, L.J., the other. The point is one of some importance, and either conclusion involves difficulties.

The case arose as follows:—The owner of a house contracted with a purchaser for the sale of it. At the time of the contract the house was insured against fire, but the contract contained no reference to the insurance. After the making of the contract, but before the time fixed for completion, the house was damaged by fire, and the vendor received a sum of money from the insurance office. The purchaser completed the contract: it does not appear as clearly as it might from the report whether the money was paid by the insurance office before or after the completion, but we rather gather that it was before.

It was held by the Master of the Rolls in the court below and by the majority in the Court of Appeal that the purchaser was not entitled, as against the vendor, to the benefit of the insurance. And it was thrown out as possible that the office could compel the vendor to refund the money. James, L.J., on the other hand, held that the purchaser was entitled to the benefit of the insurance. It may be noticed that the Master of the Rolls rather puts the case as one which was concluded by previous decisions, and does not argue it on general principles. There does not seem, however, to be any previous decision that was directly binding on the Court of Appeal. The argument for the defendant was that the contract of insurance being something collateral to the subject-matter of the sale, the benefit of it would not pass with the subject-matter of the sale unless it were expressly so provided. This contention was adopted in substance both by Cotton, L.J., and Brett, L.J. Cotton, L.J., says, "The contract passes all things belonging to the vendors appurtenant to, or necessarily connected with, the use and enjoyment of the property mentioned in the contract, but not, in my opinion, collateral contracts, and such, in my opinion, at least, independently of the Act 14 Geo. 3, c. 78, the policy of

insurance is. It is not a contract limiting or affecting the interest of the vendors in the property sold, or affecting their right to enforce the contract for sale, for it is conceded that if there were no insurance, and the buildings sold were burnt, the contract for sale would be enforced. It is not even a contract in the event of a fire to repair the buildings, but a contract in that event to pay the vendors a sum of money which, if received by them, they may apply in any way they think fit. It is a contract not to repair the damage to the buildings, but to pay a sum not exceeding the sum insured, or the money value of the injury. In my opinion the contract of insurance is not of such a nature as to pass without apt words under a contract for sale of the thing insured." Brett, L.J., says, "The subject-matter of the contract of insurance is money, and money only. . . . The only liability of the insurance company is to pay money. The contract was made by the defendants solely and entirely on their own behalf, and at a time when they had no relation of any kind with the plaintiffs. It was a personal contract between the defendants and the insurance office, to which they were the sole parties. It is true that under certain circumstances a policy of insurance may in equity be assigned so as to give another person a right to sue upon it, but in this case the policy of insurance, as a contract, never was assigned by the defendants to the plaintiffs. Any valuation of the policy, any consideration of increase of the price of the premises in consequence of there being a policy, was wholly omitted. There was nothing given by the plaintiffs to the defendants for the contract. The contract, therefore, was neither expressly nor impliedly assigned to the plaintiffs, and, so far as regards the contract of insurance, there never was any relation of any kind between the plaintiffs and the defendants."

It was, no doubt, the fact that there was no express assignment of the benefit of the contract of insurance by the contract of sale, and if there was no implied assignment of it, it is difficult to see how the plaintiff's case could be put. But that is, perhaps, no more than saying that if the law will not treat it as assigned the plaintiff cannot recover, which is really begging the question. The contention of the plaintiff was that the defendant, being between the time of the making of the contract and completion a trustee of the property for the purchaser, and having recovered the money by virtue of his legal ownership of the property, must be considered a trustee of the money recovered. The majority in the Court of Appeal did not assent to this argument. Cotton, L.J., says: "An unpaid vendor is a trustee in a qualified sense only, and is so only because he has made a contract which a court of equity will give effect to, by transferring the property sold to the purchaser, and, so far as he is a trustee, he is so only in respect of the property contracted to be sold. Of this the policy is not a part. The argument that the money is received in respect of property which is trust property is, in my opinion, fallacious. The money is received by virtue or in respect of the contract of insurance." Brett, L.J., doubts whether the vendor can properly be said to be a trustee for the vendee, and says that they are only parties to a contract of which a court of equity will, under certain circumstances, decree a specific performance; and, further, that even if the vendor could be properly said to be a trustee for the vendee it does not follow that anything under the contract of insurance would pass. James, L.J., on the contrary, was of opinion that the doctrine of equity is that, upon completion, the completion relates back to the contract, and it is thereby ascertained that the relation was, throughout, that of trustee and *cestui que trust*—that is to say, that it is ascertained that while the legal estate was in the vendor, the beneficial or equitable interest was wholly in the purchaser; and, furthermore, he held it to be an universal rule of equity that any right which is vested in a trustee, any benefit which accrues to a trustee, from whatever source or under whatever circumstances by reason of his legal ownership of the property, that right and that benefit he takes as trustee for the beneficial owner.

We should not like to say that the decision of the majority was wrong, and it seems to us that this case is fraught with much difficulty whichever way it is decided, but we do feel much regret that the court could not see its way to give effect to what seems to us the justice of the case. The contract of fire insurance being one of indemnity, it seems monstrous that the vendor who, in the result, turns out not to be interested in the premises at all, should

put the money in his pocket as an entirely gratuitous windfall; whereas the unfortunate vendee pays for a house and only gets a ruin. On the other hand, to our mind there is great difficulty in the way of the suggestion that the insurance office can recover the money back. At the time of the receipt of the money the vendor would be entitled to recover it in an action: *Collingridge v. Royal Exchange Assurance Corporation* (L. R. 3 Q. B. D. 173). If so, it does not seem very clear how the subsequent conveyance of the property can have the effect of entitling the insurance company to recover back money which they paid under compulsion of law, and which they were bound by law at the time to pay. It does seem to us, therefore, that James, L.J., was right when he said that the plaintiff's contention was founded on the natural equity which commends itself to the general mass of the lay world not instructed in legal principles. If the insurance office cannot recover the money back, who ought to have it? The vendor who has received his full price for the value of the buildings uninjured by fire, or the vendee who has paid the full price? Surely, every layman would say the vendee. The Master of the Rolls says that it is possible that were he making law for the first time he might devise some arrangement which would be fair to the purchaser, clearly indicating on which side he thought natural equity lay. On the other hand, it is argued for the defendant, and apparently admitted by James, L.J., that, if the conveyance had been executed, nothing could be recovered upon the policy against the insurance office. The policy not being assigned, the vendee could not recover; the vendor could not recover, having no interest in the premises, and not being damaged by any injury to them by fire. This argument may not perhaps be absolutely fatal to the plaintiff's contention, but it may be urged that it is anomalous that the plaintiff should be entitled to the money recovered before the conveyance to him, which money he could not, by any means, recover from the office after the conveyance to him. But, practically speaking, there is no hardship in the fact that there can be no recovery on the policy for injury by fire after the conveyance is once executed, because it is the purchaser's business to secure himself by effecting a policy on his own account when he has become the legal owner of the premises. With regard to the time between the contract and completion, the case stands on a different footing; the purchaser naturally does not insure what may never be his; the period is one of transition, during which the beneficial interest is combatant, and if the forms of law can be so moulded as to produce that result, the equity of the case certainly would seem to be that any insurance then existing should be for the benefit of the party who may ultimately turn out to have been really interested at the time of the damage by fire.

Lord Justice Brett cited the common law cases as to marine insurance as being fatal in principle to the plaintiff's contention, but those cases do not seem to us similar to that of the sale of a house which we are discussing. The sale of a chattel personal at once passes the legal and beneficial interest, and then the purchaser must secure himself by insurance if he wishes to be insured. The vendor, we take it, could not in such a case recover on the policy, except in cases where it is assigned to him as trustee for the purchaser. Such a case is not similar to the case of the sale of a house, when there is a period of transition between contract and completion during which the title is investigated, and during which the legal ownership remains in the vendor, and he remains entitled to sue on the policy if loss occurs. In the case of a mere personal chattel we should scarcely suppose it would happen that the vendor could recover and retain a sum of money on a policy of insurance, and yet obtain the full price from the purchaser of that of which the purchaser really never got the benefit.

We may be wrong, but we cannot see any insuperable difficulty in holding that, by implication of law, the benefit of the policy, pending the completion of the contract, follows the subject-matter of the sale, on the principle *omne accessorium sequitur principale*, and must be treated as assigned therewith. The law annexes many incidents to contracts in relation to which the parties have not really contracted at all. It is common to call such cases cases of implied contract, and to say that the law implies the contract. We do not like this expression, because it seems to us that it gives an unnatural meaning to the words "implied contract," which more naturally denote cases

where the presumption is that the parties really did intend to make a contract which they have not expressed in words. There are many cases in which the law says that the consequences of a contract shall be something which the parties never had in their minds. The liability imposed on the common carrier as an insurer, for instance, was originally entirely the creation of law, though at the present day people may perhaps contract for the carriage of goods with reference to the well-known liability of the common carrier. In like manner, what insuperable difficulty is there in the way of holding, for the purpose of giving effect to the justice of the case, that the vendor of a house renders himself liable to account to the purchaser, if the contract is ultimately completed, for moneys received by him which in substance represent that which the purchaser has paid for, but never got? It is an incident of the contract which no fair-dealing or reasonable vendor would object to if the point suggested itself before the contract was executed.

It may be said that parties ought to protect themselves by having proper terms inserted in their contracts. It may be so in general, and it may be that the law ought to be chary of annexing incidents to contracts. We think that it ought, but we can have no doubt that there are cases in which it ought to annex incidents to contracts—cases in which the justice of the case undeniably requires it. The only result of its not doing so in such cases is to add a common form to most contracts, and leave a few unfortunate cases in which a substantial injustice is wrought by reason of the form being, through haste or carelessness, omitted.

PARTICIPATING POLICY-HOLDERS.

In July, 1879, we discussed in the columns of this journal the decision of Mr. Justice Fry in *Winstone's case* (27 W. R. 753, L. R. 12 Ch. D. 239). That was the first of a series of cases which have arisen out of the winding up of the Albion Life Assurance Society; and the result of it was that the policy-holders in that society, who participated in the profits, were ordered to be placed on the list of contributories. We then contended that the impression which seemed to have gained ground, that the position of participating policy-holders in life insurance offices generally had been seriously affected by that decision, was to a great extent unfounded; while the chief lesson to be drawn from the case was the importance to all policy-holders of a careful examination of the articles of association, where reference is made to them in the policy or proposal. Several questions relating to the liabilities of the policy-holders in the same society have been the subjects of judicial decisions since *Winstone's case*, and these decisions have confirmed the views we formerly expressed. "It has not been contended," says Lord Justice James in one of them, "that in the ordinary case of an insurance office issuing policies, some participating and some not, every person taking out a participating policy, which is only like taking back the excess of his premiums, is constituted a shareholder and partner, and becomes liable to all the debts of the office. An ordinary participating policy-holder does not undertake that liability." Within the last year the liability of policy-holders in a mutual insurance society not registered under the Companies Acts was discussed in the Court of Appeal; and, though this was not the question at issue in the case, it was stated by the court, "for the comfort of the holders of policies in that society, and in other similarly constituted mutual societies," that there was no liability imposed on them to contribute one farthing (see *per Jessel, M.R., in Great Britain, &c., Society*, 29 W. R. 202, L. R. 16 Ch. D., at p. 252). It may be said, then, that in ordinary cases there exists no liability on the part of a policy-holder to contribute, because in ordinary cases there is no contract on his part to do so. The Albion Society, however, affords an example of a case in which, by acceding to articles of association, which, by their special terms, made policy-holders members of the society, the holder of a policy may yet render himself liable to be placed on the list of contributories in the event of the insurance company being wound up. But it was the peculiar constitution of that society, and the special terms of its articles of association, which formed the ground of the decision in *Winstone's case*, and which

prepared the pitfall into which we fear many an unwary policy-holder must have fallen.

It may not, we think, be without interest shortly to trace the history of the cases which have hitherto been decided with reference to these unfortunate policy-holders. To understand them it is necessary to refer to some features of the constitution of the society. The Albion Life Assurance Society was incorporated as an unlimited company under the Act of 1862. The scheme of it was peculiar in these respects: that the company consisted of two classes of members—(1) shareholders, and (2) assurance members for the time being. There was a register of members, both shareholders and assurance members, and these latter members were defined in the articles as "every person for the time being holding a subsisting policy of assurance with the company for the whole term of life on the terms of participating in the profits of the company, and duly registered as a member of the company." The assurance members had rights of calling meetings, of voting, and becoming directors, which are usually only conceded to shareholders; and by means of provisions for the payment off of the subscribed capital, together with a bonus of fifty per cent. to the shareholders, the assurance members were eventually to become the only members of the company. The whole profits of the concern were to be applied, first, in paying six per cent. to the shareholders on their subscribed capital, then one-fourth of the net profits was, at the expiration of every three years, to be paid to the shareholders, and the remaining three-fourths was to be appropriated to, and apportioned amongst, the holders of policies on which five years' premiums had been paid, by way of reversionary bonus on their policies according to a calculation to be made by the actuary. The articles also contained the following clause as to policy-holders—namely, "No person shall be entitled to be registered as a member of the company in respect of any policy until he shall (if required by the directors so to do) have signed an agreement to become a member of the company. The payment of a premium on a policy, which would entitle the holder, if registered, to be an assurance member, shall be deemed to be an agreement to become a member in respect thereof."

Now the first question which arose in settling the list of contributories in the winding up was this: Were the assurance members, whose names were not in fact on the register of the company, to be included in the list at all? This was decided, as we have seen, in *Winstone's case* in the affirmative. The question whether a person is a contributory usually resolves itself into the question whether he is a "member," and under the 23rd section of the Act of 1862 every person who has agreed to become a member, and whose name is on the register, is deemed a member. Now these policy-holders had signed proposals for their policies, which contained agreements in terms to execute the articles of association, and it was accordingly held that they had thereby acceded to the articles, and that they had, by paying premiums on their policies, "agreed to become members in respect thereof," within the clause of the articles quoted above. Two further objections, however, were raised to their being treated as members—(1) that they were not on the register; (2) that the members indicated by the Act in the case of an unlimited company with share capital are members who have agreed to become such in the character of shareholders. The latter objection was held by the court to be untenable, and the former was obviated by directing the register to be rectified, under section 35. The policy-holders were, therefore, placed on the list of contributories, and two classes were formed, one of shareholders and the other of policy-holders. But the further question soon arose as to the liabilities of these two classes *inter se*—the shareholders contending that the policy-holders must contribute either in proportion to their share in the profits or, at any rate, equally with them; the policy-holders contending that they were not to be called on to contribute anything until the shareholders had been exhausted. In this case it was decided, first by Malins, V.C. (*In re Albion Life Assurance Society*, L. R. 15 Ch. D. 79), and afterwards by the Court of Appeal (29 W. R. 109, L. R. 16 Ch. D. 83), that the contention of the policy-holders must prevail. On the part of the shareholders it was urged that the policy-holders were partners with them, and, that in view of the general rule of partnership, that where profits are shared a

contract to share losses is to be inferred, they must contribute in proportion to their share in the profits; but the Court of Appeal held that it was the shareholders who, under the peculiar constitution of the society, substantially took the profits, and that it was practically impossible to find the proportion of the interest of the policy-holders in the profits in relation to that of the shareholders. Either, therefore, the losses must have been divided between the two classes of members *per capita*, or the shareholders be held primarily liable for them; and the former course seemed so unreasonable that the latter was adopted by the court.

A further question afterwards arose in *Brown's case* (L. R. 18 Ch. D. 639)—namely, whether a policy-holder, who had duly assigned his policy, notice of the assignment having been given to the society, but no other person having been registered as a member in his stead, could still be placed on the list of contributories. In this case Mr. Justice Fry, from a careful review of the articles of association, drew the conclusion that the whole scheme of them was that a holder of a policy was to be a member of the company, but that when he ceased to be a holder he ceased to be a member, and was consequently not liable to be placed on the list of contributories; and the extreme hardship to original policy-holders, having assigned their policies, which would have resulted from a contrary decision was happily averted.

It is to be observed, however, that the question what was the extent of the liability of the policy-holders was not really concluded by any of the foregoing cases. In *Winstone's case* the sole point decided was that the policy-holders must be placed on the list of contributories, but the questions to what extent they were liable, and what was the extent of the liability of the two classes of contributories as between themselves, were both expressly left open. In the *Albion Society's case* the latter question only was decided; and it was determined that until the shareholders were unable to pay, the policy-holders must not be resorted to at all.

From an adjourned summons which was opened before Mr. Justice Fry on the 16th ult., but which stood over for further evidence, it appeared that the shareholders have now been exhausted, and, as might have been expected, the court is now called upon to decide the extent of the liability of the policy-holders, and not only this, but how they, who are themselves creditors for the amount of the value of their policies, are to rank in relation to the outside creditors of the company.

It is impossible not to commiserate the case of the policy-holders, and the lesson to be deduced from their fate is obvious—namely, the importance before signing a proposal for a policy of thoroughly mastering the nature of it, and the liabilities involved in it. Had this been done, probably there would have been fewer policy-holders in the Albion Assurance Society.

We are informed that Mr. Robert Murray, of Collatten, has been appointed Valuer to the Irish Land Commission.

The *Canada Law Journal* announces that the Attorney-General has introduced an Act for simplifying the practice of conveyancing and amending the law of property. It seems to be a reprint, to a great extent, of Lord Cairns' Act.

On the 4th inst. the Queen's Bench Division (Field and Bowen, JJ.) heard county court appeals, and in the first case Mr. Justice Field, it being stated that the judge's notes, taken merely for his own information, had been by mistake destroyed by the registrar, observed that there were three recent cases from the same court in which the judge's notes were either wanting or imperfect, and he really wished the judge would take a better note in future. In another case, in which the county court judge had set out the whole of the evidence of the witnesses *in extenso*, which filled eighteen brief sheets, instead of stating succinctly what were the facts proved in evidence (as is usual in stating a case for the court) the learned judge observed that this was very inconvenient, and very oppressive to the parties; it put the court to the trouble of reading through all these sheets of evidence to find out what were the facts proved, and it put the parties to the necessity of having all these sheets copied and re-copied, thus throwing upon them a great unnecessary expense for law stationery. It was a small matter which was at stake, and the parties were put to all this needless expense. In another case the learned judge said the case did not show what the point was which the county court judge had decided, nor what he had decided, nor on what ground or reason he had decided it, and the case was sent back to him to be re-stated. It was essential, said the learned judge, to the exercise of the right of appeal, that the judge should take notes of the evidence, and state the facts proved and the points decided clearly and distinctly, so as to enable that court to understand them.

REVIEWS.

COMPENSATION.

A TREATISE ON THE PRINCIPLES OF THE LAW OF COMPENSATION IN REFERENCE TO THE LANDS CLAUSES CONSOLIDATION ACTS. BY C. A. CRIPPS, Barrister-at-Law. H. Sweet.

This is a remarkably well-written treatise. "Clearness of explanation has been a principal object," we read in the preface, "and this the author has endeavoured to attain by the adoption of a logical method of arrangement." This object has been attained. The arrangement and modes of reference leave nothing to be desired, except that perhaps we might have had references from the various sections of the principal Act to the pages where they are commented on in the text, and that where special Acts are referred to (which we are glad to find occasionally to be the case) the chapter is printed in Arabic instead of Roman numerals. As a useful novelty in works upon the subject, we observe with interest, in chapter 12, a short summary of the rules determining the amount of compensation, but miss from it any allusion to the extra percentage stated by the House of Lords Committee in 1845 to be usually given by surveyors on the ground of the sale being compulsory, in addition to the marketable value of the land. With regard to the way in which the cases are treated, we can speak very highly. We miss, however, some reference to the continual differences between two late Lords Justices on the meaning of the 92nd section of the Lands Clauses Act; and the very difficult question (see *Hooper v. Bourne*, L. R. 5 App. Cas. 1) whether lands acquired by a company otherwise than under their compulsory powers can ever be treated as "superfluous" appears to us to be inadequately treated. Moreover, although the preface bears date June, 1881, not a few important cases reported in 1880—e.g., *In re Metropolitan District Railway Company and Cosh* (28 W. R. 685, L. R. 13 Ch. D. 607); *In re Metropolitan Street Improvement Act, Ex parte Chamberlain* (28 W. R. 565, L. R. 14 Ch. D. 323); and *Askeu v. Woodhead* (28 W. R. 874, L. R. 14 Ch. D. 27)—are entirely omitted from the book; nor are there any "addenda."

THE CONVEYANCING ACT.

THE CONVEYANCING AND LAW OF PROPERTY ACT, 1881, 44 & 45 VICT. c. 41 (BEING AN ACT TO SIMPLIFY CONVEYANCING), WITH INTRODUCTION, SUMMARY, AND PRACTICAL NOTES AND CONVEYANCING PRECEDENTS, &c. THIRD EDITION. BY J. S. RUBINSTEIN, Solicitor. Waterlow Bros. & Layton.

A critic must be expected to view the third edition of a book with more rigorous eyes than the first. In his third edition Mr. Rubinstein has corrected some slips and errors, and has improved and enlarged his commentary. There still remains room for further emendation. The note formerly at p. 22, now at p. 32, has with great propriety been made to precede section 13, instead of following it. But the explanation of section 13 given at p. 25 is open to exception. That section, we conceive, does not forbid an "intended lessee" to "call for his lessor's title," it forbids him to call for the title of his lessor's lessor. But we do not care to dwell upon these matters, because in our eyes the chief merit of the little book is its excellent index and very useful appendix of statutes. The book's utility would, we think, be greatly increased by increasing the scope of this appendix; and we doubt whether any harm would be done by omitting the conveyancing precedents. Mr. Rubinstein has added a good many more of these; and in some cases he has improved the old ones. Thus, No. 33 now shows upon the face of it (which in its former shape it did not) that the person purporting to convert a long term into a fee simple is entitled in right of the term. It might be still further improved by using in the second recital the exact language of the Act, instead of some other language which probably comes to the same thing, for it is a fixed rule with conveyancers not to use the latter when they can get the former. Moreover, the operative part would certainly be no worse if it expressly purported to be by virtue of the Act; and in the phrase "the term created by the said lease shall be, and the same is hereby enlarged into a fee simple," the words in italics had better be left out. The Act contains nothing to authorize the use of the present tense in addition to the future. By venturing into this difficult region, where we think some greater people have been caught stumbling, Mr. Rubinstein has perhaps shown more courage than discretion. And precedents stand little chance of being adopted in practice, unless they are recommended by great professional weight in their author's name.

CONVEYANCING.

COMMON PRECEDENTS IN CONVEYANCING, TOGETHER WITH THE CONVEYANCING AND LAW OF PROPERTY ACT, 1881, AND THE SOLICITORS' REMUNERATION ACT, 1881. BY HUGH M. HUMPHRY, Barrister-at-Law. Stevens & Sons.

The author of this work is, to some extent, a victim of the astonishing swiftness with which the Conveyancing Bill was hurried through its final stages at the close of the last session. From his preface we gather that he, like many other people, did not expect the Bill to pass. We can imagine few surprises more disagreeable to an author who has just

printed a book of precedents; not, indeed, that we credit the Act with the power to effect anything like a transformation scene in conveyancing, but because the public always expect to find a book furnished with the "latest improvements." Mr. Humphry has attempted to supply the want by printing the Act as an appendix; and he suggests that, "for the present, at least, it may not be found inconvenient to have in one book the practice of conveyancing which is to be simplified and improved, followed by the means of simplifying and improving to be used at discretion" (p. v.). It is possible that the book is none the worse for being left alone; and we have certainly met with cases in which great haste and boldness in applying the Act to conveyancing has not been attended with happy results. But Mr. Humphry seems to anticipate a wide application for the Act; and if this expectation should be realized, we fear that the public will require to have the Act applied for them. Very few will have the daring to trust themselves in this matter to their own sole guidance. It has become a difficult thing to show much originality in drafting such simple forms as are here given. We are by no means clear that Mr. Humphry's divergences from the beaten track always commend themselves to our judgment. For example, it is usual in a marriage settlement of stocks and similar securities to preface the declaration of the trusts by a general investment clause, and to make the trusts refer to the income and *corpus* of the investments contemplated by this clause. But Mr. Humphry seems to prefer to make the trusts speak directly of the income and *corpus* of the settled property itself, providing long afterwards and in a remote part of the draft, that it may be invested in other ways. We cannot see how anything is gained by this method, which has a particularly awkward look when applied to a policy of assurance, abruptly introducing the income of the policy-moneys (p. 100), which can have no income until investment.

CASES OF THE WEEK.

DISCOVERY—INTERROGATORIES—ACCOUNTS OF PROFITS—DENIAL OF PLAINTIFF'S TITLE—ORD. 31, r. 19.—In a case of *Hemery v. Worssam*, before the Court of Appeal on the 3rd inst., a question arose as to discovery. The action was brought by one of the next of kin of an intestate, who died in 1869, to set aside a sale which she had, in 1871, made of her share in a business which the intestate had carried on to some others of the next of kin. The plaintiff had delivered interrogatories for the examination of the defendants, and had (*inter alia*) required them to state what the profits of the business had been since the sale. And the question was whether the defendants were bound to answer this. Fry, J., had held that they were not, and the Court of Appeal (JESSEL, M.R., and LINDLEY, L.J.) affirmed the decision. It was urged that the discovery might assist the plaintiff in showing that the defendants had purchased at a gross undervalue, and that, therefore, it might have a material bearing on her success at the trial, her case being that she had executed the assignment to the defendants without understanding the nature of it. JESSEL, M.R., said that the question must be decided, not with reference to the old practice of the Court of Chancery, which in this respect greatly needed alteration, but with reference to rule 19 of order 31. *Prima facie* the defendants would have to show that the sale in question was a fair one. They alleged that it was, and they entirely denied the plaintiff's title to relief. The plaintiff asked them to state what profits they had received from the business since the sale by her. They stated what the profits had been up to the time of the sale, but they declined to state what the profits had been since. Fry, J., was of opinion that the discovery would not aid the plaintiff in obtaining a decree, and that it would not be fair to call on the defendants to make the discovery, and the Master of the Rolls thought that this decision was right. In the first place, it was not accurate to say that the plaintiff, if she succeeded, would be entitled to the profits made by the defendants from her share of the business; she would be entitled only to her proportion. The defendants would be entitled to an allowance in respect of any fresh capital which they had brought in. And his lordship adhered to what he said in *Parker v. Wells* (L. R. 18 Ch. D. 477), that the mere fact that the discovery sought might enable a plaintiff to obtain an immediate decree would not be a sufficient reason for requiring the defendant to set out long and intricate accounts, or the result of long and intricate accounts. It was by no means an easy thing to say what the profits of a business were. It required a vast number of inquiries and intricate calculations, and of course, if they did answer, the defendants would not answer positively, but would take care to guard themselves against errors. Then of what use would the discovery be to the plaintiff? The business might have been very unprofitable before the sale, and might have become profitable since, by reason of fresh capital having been brought in, or of the personal attention of the defendants. The discovery would not be valuable evidence of the profits at the time of the sale. It would not help the plaintiff in obtaining a decree, and it would be oppressive on the defendants. As to the case of *Saunders v. Jones* (26 W. R. 226, L. R. 7 Ch. D. 435), the fifth interrogatory which was allowed there did not ask for an account of profits, but simply for an account of the aggregate amount received by the defendant in respect of the sales which had been made by him, which of course the books would show. It was that upon which James, L.J., relied, and he also said that the matter was within the discretion of the judge of first instance, from whom he thought it would be impossible to differ. In the present case the judge had decided the opposite way. The Master of the Rolls had no doubt about the matter, but if he had, he should say that he would not differ from the judge of the court below. LINDLEY, L.J., said that under the old practice of the Court of Chancery, he had seen a

most oppressive use made of interrogatories to ascertain the profits made by a business after a sale of it. The old practice was most cruel, and rule 19 of order 31 gave the judge a power of putting a stop to it, notwithstanding the old decisions. That rule appeared to apply exactly to the present case. It was precisely a case in which it would be cruel and oppressive in the extreme to compel this discovery to be made until after the plaintiff had established her right.—SOLICITORS, H. Windybank; Robinson, Preston, & Stow.

COMPANY—WINDING UP—CLAIM—POWER OF COURT TO ENLARGE TIME FOR PUTTING IN AFFIDAVITS TILL AFTER CROSS-EXAMINATION OF CLAIMANT—DISCRETION OF JUDGE.—In a case of *In re The Marseilles Extension Railway and Land Company*, before the Court of Appeal on the 2nd inst., an application was made by the liquidator of the company to have the time enlarged for his filing affidavits in opposition to a claim to prove in the liquidation until after he should have cross-examined the claimant upon his affidavit in support of his claim. The reason alleged for the application was that the liquidator had been only recently appointed in succession to a former liquidator, that he knew nothing of the facts relating to the claim, that all the documents and evidence in relation to it were in the possession of the claimant, and that it was impossible for him to set up his defence until he had an opportunity of cross-examining the claimant. Fry, J., had refused the application, and his decision was affirmed by the Court of Appeal (JESSEL, M.R., and LINDLEY, L.J.). JESSEL, M.R., said that it was not the practice to delay the filing of the respondent's affidavits in such a case until after the claimant had been cross-examined. His lordship did not mean to say that the court had not jurisdiction to enlarge the time for filing the affidavits, but when the judge of first instance had exercised his discretion, it was not the practice of the Court of Appeal to interfere, unless it was shown that there had been a gross miscarriage. Nothing of the kind had been shown in the present case. It must be shown that it was necessary for the purposes of justice to depart from the ordinary practice. The liquidator must put in the best defence he could, and if he found that he could not make a satisfactory defence he could, after the cross-examination of the claimant, apply to the judge before the hearing of the claim for leave to put in further evidence, and in a proper case this leave would be given almost as a matter of course. LINDLEY, L.J., said that, although the ordinary course was not to postpone the putting in of the affidavits until after discovery had been obtained from the other side, the judge had power to do so. But Fry, J., in the exercise of his judicial discretion, had thought fit not to do so in the present case, and no reason had been shown for the interference of the Court of Appeal.—SOLICITORS, Harrison & Co.; G. S. & H. Brandon.

REMOTENESS—SALE OF LAND WITH UNLIMITED COVENANT BY PURCHASER TO RE-CONVEY ON REQUEST OF VENDOR—RAILWAY COMPANY—SALE OF SUPERFLUOUS LANDS—LANDS CLAUSES CONSOLIDATION ACT, 1845, s. 127—COSTS—COPIES OF SHORTHAND WRITER'S NOTES.—On the 6th inst. the Court of Appeal (JESSEL, M.R., Sir JAMES HANNEN, and LINDLEY, L.J.) reversed the decision of Kay, J., in the case of *The London and South-Western Railway Company v. Gomm* (30 W. R. 321). Two important questions arose in the case—(1) whether a conveyance of land in fee, with an unlimited covenant by the grantee for the re-conveyance of the land by him or his heirs to the vendor or his heirs at his or their option, is void as being obnoxious to the rule against perpetuities; (2) whether such a conveyance by a railway company of their "superfluous lands" is valid within section 127 of the Lands Clauses Act. Section 127 of the Act provides that, "within the prescribed period, or, if no period be prescribed, within ten years after the expiration of the time limited by the special Act for the completion of the works, the promoters of the undertaking shall absolutely sell and dispose of all such superfluous lands" (i.e., lands acquired by the promoters of the undertaking, and not required for the purposes thereof), "and apply the purchase-money arising from such sales to the purposes of the special Act; and, in default thereof, all such superfluous lands remaining unsold at the expiration of such period shall thereupon vest in and become the property of the owners of the lands adjoining thereto, in proportion to the extent of their lands respectively adjoining the same." In the present case the plaintiff company in August, 1865, conveyed a piece of land, which adjoined one of their stations, for £100, to one Powell, who was the owner of adjoining land, in fee. The piece of land was described in the deed as "land no longer required for the purposes of the railway," and there was a recital that the company had contracted to sell it to Powell, "subject to the conditions herein contained." The deed contained a covenant by Powell, for himself, his heirs, executors, administrators, and assigns, with the company, their successors and assigns, that he, his heirs and assigns, owner and owners for the time being of the land thereby conveyed, and all other persons who should or might be interested therein, should and would at any time thereafter (whenever the said land might be required for the railway or works of the company), whenever thereunto requested by the company, their successors or assigns, by a six calendar months' previous notice in writing, to be left at the last-known place of abode of Powell, his heirs or assigns, owner or owners for the time being of the said land, and upon receiving from the company, their successors, or assigns, the sum of £100, without interest, execute to the company, their successors and assigns, an effectual re-conveyance of the land, free from incumbrances. In 1879 the land was purchased by and conveyed to the defendant, who had notice of the provisions of the deed of August, 1865. On the 12th of March, 1880, the company served notice on the defendant that they required the land for their railway and works, and requesting him to convey it to them at the expiration of six months. And they offered to pay him £100 and the costs of the conveyance on its execution. The defendant refused to comply with the demand, alleging that the conveyance to Powell

was invalid on one or both of the above grounds. The action was brought by the company to compel the defendant to convey the land to them. Kay, J., held that the defendant must specifically perform the covenant. He held that the transaction of 1865 was not a conditional sale by the company to Powell, but a sale out and out to him, with a personal contract by him to re-convey, when called on, at a certain price, and that this was not invalid under section 127. His lordship expressed his disapprobation of the decisions in *Gilbertson v. Richards* (5 H. & N. 453) and *The Birmingham Canal Company v. Cartwright* (27 W. R. 597, L. R. 11 Ch. D. 421). In the latter case Fry, J., held that an option of re-purchase of land, unlimited in point of time, was not a violation of the rule against perpetuities, because the right might at any time be released by the person entitled to it to the owner for the time being of the land. But Kay, J., held that in the present case the covenant by Powell did not give the company any estate or interest in the land, but that it was a mere personal covenant, binding only on assignees of Powell who took with notice of it, and that, consequently, the rule against perpetuities did not apply. It was urged in the Court of Appeal that the principle of the cases, such as *Tulk v. Moxhay* (2 Phil. 774), in which it was held that an unlimited restrictive covenant as to the use of land is binding in equity on an assign who takes with notice of it applied. Jessel, M.R., said that the covenant by Powell was unlimited in point of time, and it did not appear to his lordship possible to insert in it any limit of time. To insert the words "within a reasonable time" would be contrary to the intention of the parties. The covenant was evidently intended to be unlimited in point of time. The company did not know whether they would ever want the land for their railway, and it was of the very essence of the covenant that it should be unlimited in point of time. The limit which was implied by the court in *Kemp v. The South-Eastern Railway Company* (20 W. R. 306, L. R. 7 Ch. 364)—viz., the period limited for the exercise of the company's compulsory powers to take land—could not be implied here, because the compulsory powers had expired before the date of the conveyance. If this was so, and if the covenant fell within the rule against remoteness, the legal period was exceeded. Was the covenant then within the rule? That depended upon whether it created an interest in the land. If it was a mere personal covenant, of course it was not within the rule. But even then it was impossible to see how the present defendant could be bound by it, for he did not enter into the covenant. The plaintiffs, therefore, must admit that it bound the land somehow, and, if so, it created an equitable interest in the land. A contract to sell land clearly gave an equitable interest in the land; an option to purchase was in substance the same thing. The land was thereby taken away from the owner without his consent, on the giving of the notice and the payment of the specified price, and there was no distinction between one kind of equitable interest and another, except in the case of a charity. The interest must take effect within the prescribed period. The question was, not how the interest was created, but what was the nature of the interest which was attempted to be created. His lordship thought he could not do better than read the definition of a perpetuity given in *Sanders on Uses*, quoted in *Lewis on Perpetuities*, p. 164:—"A perpetuity may be defined to be a future limitation, restraining the owner of the estate from aliening the fee simple of the property discharged of such future use or estate, before the event is determined, or the period is arrived, when such future use or estate is to arise. If that event or period be within the bounds prescribed by law, it is not a perpetuity." And Mr. Lewis himself added:—"In other words, a perpetuity is a future limitation, whether executory or by way of remainder, and of either real or personal property, which is not to vest until after the expiration of, or will not necessarily vest within, the period fixed and prescribed by law for the creation of future estates and interest, and which is not destructible by the persons for the time being entitled to the property subject to the future limitation, except with the concurrence of the individual interested under that limitation." Was there any substantial distinction between a contract for purchase, an option to purchase, and a limitation upon a condition? Could it make any substantial difference whether there was a limitation to A. in fee, provided that, whenever B. or his heirs should send A. or his heirs £1,000, the estate should vest in B. or his heirs, or whether there was a contract that, in that event, A. or his heirs should convey the estate to B. or his heirs? His lordship could not see that there would be any difference in a court of equity. And what difference could it make that the contract, instead of being that the land should be conveyed on payment of the £1,000, was only that B. should be entitled to a conveyance in that event? His lordship was of opinion that Mr. Justice Kay was quite right in his view of the authorities, including the decision of Fry, J., in *The Birmingham Canal Company v. Cartwright*, which must now be treated as overruled. But Kay, J., was wrong in holding that the covenant did not create an interest in the land. He forgot that, if it did not, he could not make a decree against the defendant Gomm. If the covenant did not, so to say, run with the land in equity, it could not be enforced against Gomm. As to the cases upon restrictive covenants, the doctrine of those cases had been lately fully considered by the Court of Appeal in *Haywood v. The Brunswick Benefit Building Society* (30 W. R. 299), and the court there decided that they would not extend the doctrine of *Tulk v. Moxhay* to affirmative covenants, but that it must be confined to restrictive covenants. His lordship thought that was a right decision, but, at any rate, this court was bound by it. Rightly considered, *Tulk v. Moxhay* was not an authority for saying that any equitable interest in land might take effect at any time without regard to its remoteness. *Tulk v. Moxhay* was an extension in equity of *Spencer's case* to another line of cases, or an extension of the doctrine of negative easements, such as the right to access of light. It established an exception on the common law right. The owner of the estate took it subject to the burden, though, if he had no notice of the covenant, he took the estate free from the burden. But that did not affect the nature of the burden. As to the question whether the conveyance was not *ultra vires* of the company under section 127, his lordship thought that section meant that if, at the expiration of the statutory period the land was superfluous, the company must sell it, under the penalty of their

losing it by its vesting in the adjoining owner. No doubt, before the expiration of the statutory period the company might determine that the land was superfluous and might then sell it, and no doubt, also, at the expiration of the ten years, if the responsible advisers of the company determined that the land was wanted for the purposes of the undertaking, the company could keep it. But, when once the land had been determined to be superfluous it must be immediately sold, or it would vest in the adjoining owner. In either case, no interest in the land could be retained by the company. If his lordship was right in what he had already said, the company did in the present case retain an equitable interest in the land, and the Act required that they should make an absolute sale. Consequently the land either reverted absolutely in Powell, or he, or his successor, had obtained a good title to it by the Statute of Limitations. Sir JAMES HANNEN thought that the company were estopped from denying that the land was not "superfluous land" at the time of the sale to Powell. It was plain that they could only sell it subject to the terms imposed by section 127, and that required that they should "absolutely sell." Particular stress was laid on the word "absolutely." The object was to prevent the company, after it was found that the land which they had acquired was not wanted for the purposes of their railway, from still retaining a hold on the land. His lordship did not think that a contract by a company to settle the price at which they should acquire land at a future time would be invalid, if some time for their so doing was limited. *Kemp v. The South-Eastern Railway Company* was an authority for that. But he thought that it would be a startling thing to say that a power to require a conveyance of land to be made at a future time did not create an interest in the land. And, if it did, and it was unlimited in time, it was quite clear that it violated the rule against perpetuities. If the covenant did not create any estate or interest in the land, it clearly did not run with the land at law, and *Haywood v. The Brunswick Benefit Building Society* had put a wholesome restriction on the application of the doctrine of *Tulk v. Moxhay*, by confining it to restrictive covenants. LINDLEY, L.J., said that the plaintiffs were bound to show on what legal principle the defendant was bound by a covenant into which he did not enter. It was not pretended that the covenant bound him at law; but it was said that he was bound in equity because he bought the land with notice of the covenant. That assumed that every purchaser of land with notice of a covenant which had been entered into by his predecessor in title was bound by it. That, however, was precisely the proposition which was dealt with by *Haywood v. The Brunswick Benefit Building Society*. If the principle of *Tulk v. Moxhay* did not apply, the defendant was not bound by the covenant, and that was enough to dispose of this case. His lordship, however, agreed in what had been said about the rule against perpetuities and the effect of section 127.

The appeal was allowed with costs, including the costs of copies of a shorthand writer's notes of the judgment of Kay, J. But JESSEL, M.R., said that those copies had not been used by the court, for they had used a report of the judgment of Kay, J., in the *Law Journal* reports. That report, however, had been published only just before the hearing of the appeal, and, no doubt, the copies of the shorthand writer's notes had been made before the publication. If the printed report had been published some time before the hearing of the appeal, the costs of the written copies of the judgment would not have been allowed.—SOLICITORS, *Wright & Pilley*; *M. H. Hall*.

COMPANY—WINDING-UP—APPOINTMENT OF LIQUIDATOR AT HEARING OF PETITION—WINDING-UP PETITION PROCCEEDED WITH AFTER NOTICE OF PRIOR PETITION—COSTS—GENERAL ORDERS OF NOVEMBER, 1862, s. 8.—In a case of *In re The General Financial Bank*, before the Court of Appeal on the 3rd inst., the question arose whether it is in accordance with the practice of the court under the Companies Act, 1862, to make an appointment of an official liquidator on the hearing of a petition to wind up a company, and there was also a question as to the costs of a creditor who, having presented a winding-up petition without notice of the presentation of any other petition, had gone on with his petition after he had received notice of the previous presentation of another petition. On the 4th of February B., a creditor of the company, presented a petition for its winding up. On February 1 a winding-up petition had been presented by A., another creditor. B. did not know of this petition when he presented his own, but he did know of it before he advertised his petition. He, however, believed that A.'s petition was not a *bona fide* one, and determined to go on with his own, and it turned out afterwards that, before A. had presented his petition, the company had agreed to indemnify him against the costs of it. Before the petitions came on to be heard an order was made appointing the chairman and the secretary of the company *interim* receivers and managers of the company until the hearing of the petitions. On the 11th of February A.'s petition came on for hearing before Bacon, V.C. His lordship refused to postpone the hearing until the other petition could be heard, and he made an order to wind up the company, and appointed an official liquidator. On the 24th of February B.'s petition came on to be heard, together with a motion by him that the carriage of the winding-up order might be given to him; that the usual reference to chambers might be directed for the appointment of an official liquidator; and that B.'s costs of his petition might be paid out of the company's assets. Bacon, V.C., refused the motion, and declined to make any order on the petition. JESSEL, M.R., said that he had understood for years past that the practice had been settled, not to make an order appointing an official liquidator on the hearing of a winding-up petition, but to refer it to chambers to make the appointment. The reason for this was obvious. If the order was made at the hearing of the petition, every one who objected to the appointment of a particular person would have to appear by counsel. This would lead to enormous expense, and, moreover, the judge would not be so well able to investigate the matter in court as he would in chambers. His lordship thought this was the settled practice. It was so laid down in Mr. Buckley's book. At all events, his lordship wished to lay it down by a decision of the Court of Appeal, which would be binding on all the courts of first instance, that such was to be the

practice in future. In any case of urgent necessity the court could appoint a provisional liquidator at the hearing of the petition, though in most cases the appointment of a receiver would be sufficient. With regard to the cost of B.'s petition, he was a *bona fide* creditor, and was, at any rate, entitled to his costs up to a certain time. In an ordinary case a petitioner would not be entitled to costs after he knew of the previous presentation of another winding-up petition, though, of course, he might be entitled to them if the prior petition was not a *bona fide* one. And that was how it had turned out in the present case. A.'s petition was not a *bona fide* one, it was not a hostile petition. The result was that B. was entitled to the costs of his own petition. The next question was what ought now to be done. His lordship thought the proper course would be to discharge the Vice-Chancellor's order and make the usual winding-up order on both petitions. The company would have their costs of both petitions out of the assets. The conduct of the winding-up order would be given to B. The official liquidator had done nothing wrong, and he would have his costs out of the assets. There would be the usual order to take his accounts and to discharge him. There would be a reference to chambers to appoint a liquidator, and the chairman and secretary of the company would be continued as receivers until the appointment of a liquidator. The cost of all parties of the appeal would be paid out of the company's assets. LINDLEY, L.J., agreed that the order proposed by the Master of the Rolls was the right one to make. With regard to the practice as to the appointment of an official liquidator, the 8th rule of the General Orders of November, 1862, under the Companies Act, apparently gave the court power to make the appointment at any time, and this was formerly acted on by appointing the official liquidator in court on the hearing of the winding-up petition. The result was that winding-up petitions used to ask for the appointment of a particular person as official liquidator. It was found that this led to great expense, and the practice grew up of directing a reference to chambers to make the appointment. Of course the appointment might still be made in court if all parties consented to the appointment of a particular person. The practice, however, had been settled for many years, and great mischief would arise if it were departed from. Under the circumstances B. was right in proceeding with his petition. If a petitioner, after he knew of the previous presentation of another petition, went on with his own petition, he would do so at his own risk as to costs. But here it turned out that B. was fully justified in going on.—SOLICITORS, Bellamy, Strong, & Co.; G. S. & H. Brandon; Plunkett & Leader; D. Howell; F. Romer.

LUNATIC—ENFRANCHISEMENT OF COPYHOLDS—POWER OF COURT OF LUNACY TO IMPOSE TERMS—ALTERATION OF RIGHTS INTER SE OF PERSONS INTERESTED IN LUNATIC'S ESTATE.—In a case of *In re Ryder*, before the Court of Lunacy on the 4th inst., a question arose as to the enfranchisement of copyhold land belonging to a lunatic. The lunatic was seized in fee of some copyholds, holden of a manor according to the custom of which lands would descend as in gavelkind. The committee of the lunatic's estate petitioned the court for directions as to the enfranchisement, and the court (JESSEL, M.R., and LINDLEY, L.J.) held that the enfranchisement could only be carried out with the leave of the court, and that, in granting that leave, the court could impose terms, and that the principle applied that the Court of Lunacy would never alter the rights *inter se* of persons interested in the estate of a lunatic. They accordingly made a declaration that, in the event of the lunatic dying intestate as to his lands within the manor, his heir-at-law would stand seized of so much thereof as should be of freehold tenure in trust for the persons who would have been his heirs according to the custom of the manor, if the same had not been enfranchised.—SOLICITORS, Davidson, Burch, & Whitehead.

CHARITY—SCHEME—LEASING POWERS OF TRUSTEES—CHARITABLE TRUSTS ACT, 1853, s. 21—APPEAL—COSTS.—In a case of *In re Smith's Charity*, before the Court of Appeal on the 6th inst., a question arose as to the leasing powers which should be given to the trustees of a charity. The charity was founded in 1625, and in 1855 a scheme for its administration was approved by the Court of Chancery. This scheme contained a clause (No. 18) which authorized the trustees to grant building leases of the lands belonging to the charity for a term of ninety-nine years absolute, or for twenty-one years with a covenant for perpetual renewal at the expiration of every twenty-one years, on payment to the trustees on each renewal of a fine of half the then annual value of the demised premises, and subject to the payment of such rent, and under such covenants and conditions as to the Charity Commissioners should seem fit. In July, 1880, the Commissioners certified to the Attorney-General that, in their opinion, it was desirable to call his attention to the matter with the view of bringing before the Chancery Division, if he should think fit, the question of the propriety of the continuance of the powers conferred upon the trustees by clause 18 of the scheme of inserting covenants for the perpetual renewal of leases granted by them. The Attorney-General then applied to the court to strike out clause 18 from the scheme, and Chitty, J., ordered this to be done. This, he said, would leave the trustees, so far as building leases were concerned, to the general powers of leasing conferred by section 21 of the Charitable Trusts Act, 1853, which the Legislature had thought sufficient for all charities. The trustees appealed, and the decision was affirmed by the Court of Appeal (JESSEL, M.R., Sir JAMES HANNEB, and LINDLEY, L.J.). JESSEL, M.R., thought that the power of leasing must have been inserted in the scheme of 1855 by a slip. The scheme was settled in pursuance of a master's report made in 1846, and the court must have overlooked the general powers of leasing which were conferred by the Charitable Trusts Act of 1853. The evidence might prove that a twenty-one years' lease, with a covenant for perpetual renewal, was more advantageous than a lease for ninety-nine years, but it did not follow that it was better than a lease for, e.g., 999 years. It was well known that leases renewable on the payment of a fine had been now generally abandoned, because that was a disadvan-

tageous form of tenure. Property could not be let at so good a rent in that way. But the scheme as it stood would not prevent the trustees from granting leases renewable on the payment of a fine with the sanction of the Charity Commissioners. And the court gave the trustees no costs of the appeal.—SOLICITORS, Bell, Brodric, & Gray; J. M. Clabon.

COURT OF APPEAL.

(Sittings at Westminster, before BRETT, COTTON, and HOLKER, L.JJ.)

March 2.—*The Law Society of the United Kingdom v. Shaw—The Law Society of the United Kingdom v. Waterloo Brothers & Layton.*

These were actions for penalties against firms of law stationers carrying on business in London, it being alleged that the defendants acted as proctors in the Probate, Divorce, and Admiralty Division without being duly qualified within the Solicitors Act, 1860 (23 & 24 Vict. c. 127), s. 26. The admitted course of business in the first case was as follows:—Solicitors practising in London leave with the defendants original wills for the purpose of being engrossed on parchment in order to obtain probate, with instructions to the defendants to perform the acts hereinafter mentioned as being performed by them; also the document called the "oath" and the "affidavit." In accordance with such instructions the original will and the engrossed copy, together with the "oath" and "affidavit," are sent by a clerk or messenger in the employ of the defendants to the principal registry office at Somerset House; the defendants provide the necessary Inland Revenue stamps to discharge the fees payable at the registry office, the defendants being licensed dealers in stamps; the clerk in the registry office gives to the defendants' clerk or messenger a stamped receipt for the above-mentioned documents, which are left in the name of the solicitor, and not in those of the defendants, and the receipt so states. At the end of two days the clerk or messenger calls at the registry office and the probate is handed to him upon production of the receipt, unless the documents previously left by him have been found incorrect or insufficient. If any question should arise as to the correctness or sufficiency of the documents, such question is communicated to the clerk or messenger and by him to the defendants, who inform the solicitor from whom they received the documents thereof, when, upon a satisfactory reply being given, the same procedure as before takes place. Throughout all the proceedings the name of the solicitor from whom the document is received alone appears. The defendants have pursued this course with the knowledge of the officials at Somerset House for some years. Upon the second visit of the clerk or messenger, he, if the documents are sufficient, hands a stamped form purloined from the Commissioners of Inland Revenue and paid for by the defendants' cheque. The defendants only perform the work above described in cases in which they are employed as law stationers to engross the documents. The defendants make a charge, and in making this charge they only calculate the time occupied by the clerk or messenger in his visits to the Registry and Stamp Office. In all cases the London solicitor is also a customer in the defendants' stationery business. The messenger or clerk has had no legal training, but is an apprentice to the defendants as law stationers. The solicitor charges the full fees allowed by the Probate Court to his client for obtaining grant of probate. The Probate Court will not receive the papers unless the name of a solicitor applying for probate appears thereon, and the defendants in all cases receive papers with the names so written thereon by the solicitor employing them. The only difference in the facts of the second case was that the defendants in that case acted only for and in the name of solicitors practising in the country. The actions were tried before Mr. Justice Grove, in Middlesex; the jury were discharged; by consent judgment was entered for the plaintiffs for £50, being the amount of one penalty, and execution was stayed to enable the opinion of the Court of Appeal to be taken by the defendants, who appealed.

E. Clarke, Q.C., and Brenner, appeared for the defendants Shaw and another.

Sir H. James, A.G., Willis, Q.C., and Finlay, for the defendants Waterloo and others.

Sir H. S. Giffard, Q.C., G. A. R. Fitzgerald, and R. T. Reid, for the plaintiff.

BRETT, L.J., after reviewing the facts of the case, pointed out that for what the defendants did they were not paid solicitors' or proctors' fees; they charged their employers only for the time during which they or their clerks were engaged in going to and fro, or were kept waiting; were they, then, liable for the penalty? It had been argued that, even although it was a proceeding in a court, yet, nevertheless, the defendants were not liable, even though they drew documents and prepared affidavits for the purpose of obtaining probate, as section 26 applied only to things done in the course of contentious business in court. Now, obtaining probate for a will had been declared to be work which could be done only by a solicitor or proctor (with the exception of an executor). What the defendants did was the last act in obtaining probate; what they did was clearly a proceeding in the court; were they, then, within section 26 of the Solicitors Act, 1860? That section enacted that a person must not act as a proctor or solicitor for himself or in the name of anybody else if he were not duly qualified; the section did not apply to a person who was not acting for himself at all. The defendants, in these cases, were not acting as proctors in their own behalf; they were acting for solicitors as mere agents, in the name of those solicitors and with their authority. They were paid for what they did, but not by fee as a proctor—only with the fee of a messenger. The section was aimed at persons, who were not duly qualified pretending to be other than they were. In his opinion, therefore, the defendants did not come within the section. Nor were the defendants liable under 40 & 41 Vict. c. 62; though, if they were to undertake to draw documents and

prepare affidavits for the purpose of obtaining probate, they would come within that statute.

COTTON, L.J., after observing that there was no difference in principle between the two cases, said that the question raised was whether the defendants, who had acted *bona fide*, had rendered themselves liable under the Act. In his opinion they had not, inasmuch as they had not acted for solicitors' profit or proctors' profit.

HOLKER, L.J., delivered judgment to the same effect.—*Times*.

SOLICITORS' CASES.—HIGH COURT OF JUSTICE.

CHANCERY DIVISION.
(Before HALL, V.C.).

March 2.—*In re Woodfin & Wray, Solicitors*.

Practice—Solicitors' undertaking—Jurisdiction to enforce undertaking.

A solicitor for the defendant in an action signed an undertaking whereby he agreed on behalf of his firm to pay to the solicitors for the plaintiffs in the action an agreed sum for the costs of an attachment against his client, under which the latter was detained in prison. Upon the undertaking the plaintiffs' solicitors signed a consent to the release of the defendant.

Held, that the court before which the action was pending had jurisdiction to make an order, on the application of the plaintiffs, against the defendant's solicitors for the payment of the agreed sum to the plaintiffs' solicitors.

Motion.

This was a motion by Messrs. Bradley & Currier, manufacturers, for an order that Messrs. R. J. Woodfin and A. W. Wray should forthwith pay to the applicants, or to Messrs. Pritchard, Englefield, & Co., their solicitors, the sum of £13 16s. 8d., pursuant to an undertaking dated the 8th of December, 1881, and that they might be ordered to pay to the applicants their costs of and relating to the application.

The circumstances were as follows:—

Messrs. Pritchard, Englefield, & Co. were the solicitors for Messrs. Bradley & Currier in an action in his lordship's division of the court against Mr. J. S. Pilbrow, and Messrs. Woodfin & Wray were the solicitors for Pilbrow in the action.

On November 17, 1881, the plaintiffs in the action obtained an order, whereby it was ordered that they should be at liberty to issue a writ of attachment against Pilbrow for his contempt in not complying with an order of the 1st of August, 1881, whereby he was ordered to answer certain interrogatories, and to pay the costs of the application. In pursuance of the order, Pilbrow was arrested and lodged in Holloway Prison.

On December 8, 1881, Mr. Woodfin, of the firm of Woodfin & Wray, called upon Messrs. Pritchard, Englefield, & Co., and saw Mr. T. H. Pritchard, of that firm, and requested him to consent to the release of Pilbrow on his answer to the interrogatories being filed.

So far the facts were undisputed, but Mr. T. H. Pritchard, in his evidence on the present motion, swore that he made it a positive term of his consent that the agreed amount of costs of the motion for attachment (£13 16s. 8d.) should be first paid, and that, on Mr. Woodfin saying that he had not a cheque with him at the time, but was very anxious that Pilbrow should be released at once, Mr. Pritchard agreed to accept the following undertaking:—

"Painters' Hall, London, E.C., Dec. 8, 1881.

"Messrs. Pritchard, Englefield, & Co.

"*Pilbrow v. Bradley*."

"We undertake to file to-day defendant's affidavit produced to you and to pay you £13 16s. 8d., costs of motion."

"WOODFIN & WRAY."

Mr. Woodfin's case was that, at the interview with Mr. Pritchard, he disputed the right to make payment of costs a condition precedent to the release, and that, upon Mr. Pritchard asserting that he was certain as to the practice, and had often acted upon it in similar cases, he gave the undertaking subject to his being satisfied by subsequent inquiry as to the practice, in particular by reference to certain reported cases which Mr. Pritchard had cited.

The prisoner was released as agreed, but Mr. Woodfin being subsequently convinced, as the result of his investigations, that Mr. Pritchard was wrong in his statement as to the practice, refused to pay the costs according to the undertaking, asserting that they were payable by the party in contempt in the ordinary way.

Mr. Pritchard and Mr. Woodfin were at issue in their evidence as to the fact whether or not the undertaking was in any way conditional.

Farwell, for the motion.

Graham Hastings, Q.C., for the respondents.

HALL, V.C.—I have no doubt whatever that this court ought to have, and in fact has, jurisdiction to make an order against the solicitor who signed this document. The document is clear and express and unqualified in its terms. If it had been meant to be qualified in the way which has been suggested by Mr. Hastings, it should have been so expressed. This gentleman having, as a solicitor, personal experience in his profession, would very well know how to express his undertaking as being qualified or unqualified, whichever view of the arrangement might be the correct one. He has thought fit to give it in an unqualified form. He says that it was intended to be subject to certain qualifications, but the solicitor on the other side denies that there were any such qualifications, and although it may be, and possibly is, true, that to exact this undertaking was not in accordance with the practice of this court, and although it may be the fact that Mr. Pritchard was wrong in stating what he did as to the practice, still there exists this unqualified engagement. I cannot, upon the evidence before me, hold that the undertaking was accepted as subject to

any qualification, or otherwise than as is expressed. I shall, therefore, exercise the jurisdiction which I consider I possess, and make the order in the terms of the notice of motion. I feel no difficulty as to the application being made in the name of the plaintiffs in the action, because it is apparent, on the face of the notice of motion, that they are the parties in the action for whose benefit the payment of this sum of money was to be made, and they are there described as "Messrs. Bradley & Currier, by Messrs. Pritchard, Englefield, & Co., their solicitors," and are, in fact, the persons who would receive the money in the ordinary course.

Solicitors, *Pritchard, Englefield, & Co.*; *Woodfin & Wray*.

COUNTY COURTS.

Bow.

(Before J. B. DASENT, Esq., Judge.)

March 3.—*Harrington v. Westhorp*.

Employers' Liability Act, 1880, s. 1, sub-section 3—Evidence of negligence.

The plaintiff, a stevedore, sued the defendant, a master stevedore, for £200, compensation for bodily injuries received whilst in his employ in consequence of the negligence of the defendant's workmen.

Glyn appeared for the plaintiff.

Ruegg appeared for the defendant.

The plaintiff, in his particulars of demand, delivered in pursuance of the County Court Rules, 1880 (ord. 39b., r. 3), relied upon the negligence of two of the defendant's workmen, named Johnson and Stacey.

The facts were as follows:—

The plaintiff was employed on December 16, 1881, with a gang of stevedores loading the s.s. *Gleniffer*. At about six p.m., the gang being at that time stowing the cargo in the 'tween decks under the superintendence of the foreman Johnson, the plaintiff was ordered by Johnson to fetch some dunnage wood. To carry out this order it was necessary to go up through the hatchway by a ladder and on to the deck. Whilst plaintiff was ascending the ladder a bale of goods weighing five hundredweight, which was being lowered into the hold by a steam crane, struck him, and occasioned the injuries in respect of which he sued.

Among the duties of Stacey, who was in command of the hatchway, was to give warning of the lowering of goods by calling out, "Stand from under." It was admitted that Stacey on this occasion did so, but there was conflicting evidence upon the point as to whether he waited a sufficient time after calling out before allowing the goods to be lowered.

It was admitted that Stacey's usual duties were those of manual labour, and it was submitted on behalf of the defendant that, even assuming Stacey's conduct to have been negligent, the employer could not be held responsible under the Act. It was also submitted that the order given by Johnson was one which was quite capable of being executed safely, and, therefore, could not be said to be a negligent order, so as to make the employer responsible.

The Judge directed the jury that the objection taken as to Stacey was a good one, and left to the jury the question as to whether Johnson had been guilty of any negligence, either of commission or of omission.

The jury found a verdict for the defendant.

Solicitor for the plaintiff, *Ward*.

Solicitors for the defendant, *Watson, Sons, & Romo*.

SOCIETIES.

MANCHESTER INCORPORATED LAW ASSOCIATION.

The annual general meeting of the members of this association was held on Friday, the 20th of January, at their rooms, Cross-street Chambers, Cross-street, when an account of the receipts and disbursements (previously audited by two of the members) was submitted and passed, and the officers and committee were elected for the ensuing year.

The proceedings of this society for the last year were stated in the report which was unanimously adopted.

The following are extracts from the report:—

The committee congratulate the members upon the continued prosperity of the society, and a further increase in the number of its members.

The Customs and Inland Revenue Act, 1881.—On an inquiry being made by the Bolton Incorporated Law Society as to the mode of dealing with cases under section 33—viz., applications for probate where the gross value is under £300, a sub-committee was appointed to make further inquiries and consider the subject. A copy of the report made by this sub-committee will be found in Appendix A. to this report.

The following is the report:—

"We have inquired into the working, in Manchester and surrounding towns, of section 33 of the Inland Revenue Act, 1881. We find that no Inland Revenue officer has been appointed to undertake probate work, so far as regards Manchester, nor is it intended to appoint one, inasmuch as Manchester is a registry town. The papers prior to obtaining probate are not prepared, in the surrounding towns, by the Inland Revenue officer there, but are prepared in the district registry from the notice delivered to the Inland Revenue officer. The fee of 15s. and 30s. stamp duty when payable cover all expenses of every kind, including engrossing probate Papers will, pursuant to instructions from the principal registry, be received at the district registry from the solicitor (whether practising in

Manchester or any surrounding town) of the party applying under this section for probate, in the absence of the party, but will not be received from any law stationer or other agent. The district registry will receive and send papers by post from and to a solicitor who has no place of business at Manchester. We apprehend that a solicitor, when instructed, is entitled to make and charge against the estate a reasonable sum for instructions, preparing the notice, and for attendances at the registry; such sum, with the fees and stamp duty when payable, being, of course, less than the sum payable upon taxation to a solicitor who prepared the papers in the usual way. As no practice has yet been established nor cases decided to guide us upon the last-mentioned point, we should mention that we base our views upon the fact that the resort to the Probate Court or Inland Revenue under this section is merely optional, and not compulsory; and that, as the principal registry has sanctioned the acceptance from solicitors of the prescribed notice, it must be assumed that the solicitor is entitled to reasonable remuneration for his services, especially as the estate is benefited by being charged with a less sum than might have been charged had the ordinary practice been adopted. In our opinion it is desirable that some moderate sum should be suggested by the Manchester Law Society to the practitioners in Manchester and the vicinity as a reasonable and proper remuneration for services in such a case. We beg to suggest that for attendances upon the executor, perusing and considering the will, obtaining particulars as to the estate, preparing notice, attending the probate or Inland Revenue officer therewith, and attending for the grant when made, a reasonable and proper charge would be as follows—viz., Estates where the gross value does not exceed £100—Manchester, 13s. 4d.; surrounding towns, 16s. 8d. Estates over £100 and not exceeding £300—Manchester, £1 1s.; surrounding towns, £1 3s. 4d.''

The *Conveyancing and Law of Property Act, 1881*, which came into operation on January 1, 1882, promises to create a revolution in the whole practice of conveyancing, and is one of the most important Acts, as affecting the legal profession, which has been passed for many years. The Act is divided into eighteen parts, and contains seventy-three sections, and its provisions are very extensive and important in their character, but as the text is doubtless already in the hands of most of our members it is not necessary to attempt any recapitulation of them. The successful working of the measure will, however, no doubt depend in a great degree on the practical effect of the Act next noticed and the orders to be made thereunder.

The *Solicitors' Remuneration Act, 1881*, which was again introduced into the House of Lords by Earl Cairns early in the session, was an improvement upon the one brought in the year before in several points as to which representations had been made to Lord Cairns by the Incorporated Law Society and by your own, in common with other provincial societies, and to which your committee referred in their last report. Since the passing of the Act the subject has been under the careful consideration of the Incorporated Law Society and the Associated Provincial Law Societies, in preparation for which your committee prepared a report embodying their views, as instructions to their representatives at the meetings of the Associated Provincial Societies. Your committee have also exchanged views with, and had conferences with, the Committee of the Liverpool Law Society with a view to harmonious action. Several meetings of the provincial law societies have been held, and conferences have taken place with the Council of the Incorporated Law Society, all of which have been attended by representatives from your society, and your committee hope they will eventually result in the authorization of such a scale of remuneration as will be acceptable both to the profession and the public. The Associated Provincial Law Societies have passed a resolution in favour of the selection by the Lord Chancellor of the President of the Liverpool Society (Mr. Harvey) to be one of the body empowered to make general orders under the Act, and the Lord Chancellor having intimated his willingness to receive the views and wishes of the societies, a copy of the resolution has been transmitted to his lordship.

Civil Assize Arrangements in Lancashire.—As anticipated in the last annual report, the resolutions passed at the conference of law societies, held on December 22, 1880 (see appendix to last year's report), recommending the establishment in populous districts of local centres of the High Court of Justice, with continuous sittings, were considered by the Associated Provincial Law Societies, and adopted by that body, and a committee was appointed to collect information and to report as to the best mode of carrying the scheme into effect. This committee, on which your society was represented, having applied for certain particulars showing the necessity for the proposed scheme, part of which could only be obtained from the solicitors practising within the district proposed to be attached to Manchester as a local centre, your committee issued a circular to all the offices in the Hundred of Salford and those parts of Cheshire which are contiguous thereto, including Altrincham, Bowdon, Cheshire, Dukinfield, Macclesfield, and Stockport, amounting to 430 offices, asking for the particulars required; and on the answers received the best estimates of the nature of the case allowed were based, and the replies, of which a copy will be found in Appendix B., were forwarded to the Associated Provincial Law Societies, who subsequently reported that a stronger case can be made out for continuous sittings in the two centres of Manchester and Liverpool than for any other part of the country, and they therefore recommended that the law societies of Manchester and Liverpool be invited to draw up a scheme for continuous sittings in the districts of the Hundreds of Salford and West Derby, with Manchester and Liverpool as centres. The matter still forms the subject of communication between your committee and the Liverpool Society.

Legal Procedure.—On the appointment by the Lord Chancellor of a committee of judges and others to consider the rules and orders and the cost of legal procedure, your committee, with a view of securing to provincial solicitors a voice on the committee, and also of increasing the usefulness of the district registries, co-operated, though without success, with the Incorporated

Law Society of Liverpool, in the endeavour to obtain the addition of the name of Mr. F. D. Lowndes (one of the Judicature Commissioners) to the committee. A letter embodying the views of your committee was subsequently prepared and forwarded for the consideration of the Procedure Committee. On the publication of the report a copy was at once forwarded by the secretary to your committee, by whom it was carefully considered, and a number of suggestions were drawn up for the consideration of a meeting of the Associated Provincial Law Societies, which was called to consider the question. The whole subject is at present under the consideration of that body and of the Incorporated Law Society.

Chancery of Lancashire.—On the occurrence of the vacancy in the office of Vice-Chancellor of Lancashire, on the death of Vice-Chancellor Little, a conference took place between your committee and that of the Liverpool Law Society as to the greater facilities required in consequence of the increased business of the court, and the advisability of the weekly sittings of the court being held in Liverpool and Manchester alternately, instead of in London, and a letter to the Chancellor of the Duchy on the subject was agreed upon. After the appointment of Mr. H. Fox Bristowe, Q.C., communications ensued with respect to the arrangements of the court, and your committee desire to acknowledge the courtesy with which their suggestions have uniformly been received by the Vice-Chancellor. Mr. Bristowe has recently intimated his intention of residing in the neighbourhood of the County Palatine, and of holding weekly sittings in Liverpool and Manchester on alternate Mondays, for the disposal of motions and petitions and pressing applications. Your committee have also recently considered, and have, together with the Liverpool Society, had an interview with the Vice-Chancellor on the subject of a proposed Bill for further improving the administration of justice in the court, by giving to it all the powers now vested in the Chancery Division of the High Court.

MANCHESTER LAW CLERKS' FRIENDLY SOCIETY.

The thirty-third annual report of this society contains the following statements:—

Although the claims upon the funds for the past year have been unusually heavy, it is the pleasing duty of the committee to report that not only have all such claims been met out of the year's receipts, but—as will be seen on reference to the accounts—a considerable accumulation is carried to capital account, which now exceeds £5,000. There has been a slight falling off in the amount of extraneous donations and subscriptions, but this the committee are not surprised at, considering the long-continued depression in all branches of industry. It is hoped, however, that as business improves the subscription list may be proportionately benefited. The society has, during the past year, lost three members and one member's wife by death, and six members have from various causes ceased membership. Ten new members have been admitted during the year, which makes the number 160. One of the members who died during the past year had at the time of his death been in receipt of superannuation allowance for ten years. He and his widow have had all the benefits which the society affords for sickness, superannuation, and death, no less a sum than £315 having been so paid to them. Notwithstanding the various efforts made by the committee to bring the society and its objects prominently before the profession and their clerks, it is still urged that this is not effectually done. To meet this objection in some measure the committee have sanctioned the printing of a calendar for 1882, for distribution in the various solicitors' offices of Manchester and the neighbourhood.

We may add that, according to the accounts, the society possesses a General Fund, nearly all of which is invested, amounting to £5,155 13s. 9d., and that the scale of entrance fees and subscriptions adopted by the society are as follows:—

	Entrance Fee.	Monthly Sub. to Genl. Fund.
	£ s. d.	£ s. d.
Above 18 years of age and not exceeding 26 years of age	0 10 0	0 2 0
" 26 " " " 36 " "	1 0 0	0 3 0
" 36 " " " 40 " "	1 10 0	0 4 0

One-half at least of the entrance fee shall be paid on admission; the remaining half being paid within six months, or to be treated as arrears.

The subscription to the management fund is fixed at the annual meeting, and payable by four instalments at the quarterly meetings.

Every member is free in six months, and entitled to the following allowance in sickness:—

When the society possesses	£ s. d.	£ s. d.
50 0 0 sterling	0 2 6 per week.	
" 100 0 0 "	0 5 0 "	
" 150 0 0 "	0 7 0 "	
" 250 0 0 "	0 10 0 "	
" 400 0 0 "	0 12 0 "	
" 500 0 0 "	0 14 0 "	
" 600 0 0 "	0 16 0 "	
" 800 0 0 "	0 18 0 "	
" 1,000 0 0 "	1 0 0 "	

Allowance on superannuation:—

	£ s. d.	If a member 5 yrs. and under 10 yrs.	If a member 10 yrs. and upwards.
When the society possesses	£ s. d.	£ s. d.	£ s. d.
500 0 0 sterling	0 5 0	0 5 0	0 7 0
" 1,000 0 0 " and upwards	0 6 0	0 6 0	0 9 0

Allowance on death of a free member:—

When the society possesses	£ s. d.	£ s. d.	£ s. d.
50 0 0 and under	500 0 0 sterling	10 0 0	
" 500 0 0 "	1,000 0 0 "	20 0 0	
" 1,000 0 0 "	1,500 0 0 "	30 0 0	
" 1,500 0 0 "	2,000 0 0 "	40 0 0	
" 2,000 0 0 and upwards		50 0 0	

On the death of a free member's wife who has been registered on the society's books, a sum equal to one-half the sum allowed on the death of a free member according to the preceding scale, except that in no case shall the allowance on the death of a free member's wife exceed the sum of £15.

There shall be paid on the death of the widow of a member who has continued good on the books of the society, to the children or other representatives of such widow, the sum of £10.

OBITUARY.

MR. RICHARD BOWSER.

Mr. Richard Bowser, solicitor (of the firm of Bowser & Jennings), of Bishop Auckland, died at Redcar on the 11th ult. Mr. Bowser was born in 1812, and was admitted a solicitor in 1833, and had practised for nearly fifty years at Bishop Auckland, having been for some time in partnership with Mr. George William Jennings. He had a good private practice, and he was at the time of his death clerk to the magistrates at Bishop Auckland, and under-sheriff for the county of Durham. Mr. Bowser took a very active part in local business. He was for many years chairman of the Bishop Auckland Local Board, and he was also a member of the Bishop Auckland Burial Board, and churchwarden of St. Andrew's Parish.

MR. CHARLES MARSH LEE.

Mr. Charles Marsh Lee, solicitor (the head of the firm of Lee, Houseman, & Powning), of Salisbury, died on the 19th ult., after a long illness. Mr. Lee was born in 1816, and was admitted a solicitor in 1844. He was formerly in partnership with Mr. Matthias Thomas Hodding, but more recently he was associated with Mr. Henry Houseman and Mr. William Charles Powning. About the year 1856 he succeeded Mr. Hodding as town clerk of Salisbury, but a few weeks ago the state of his health induced him to resign the office, and he was succeeded by Mr. Powning. Mr. Lee was a perpetual commissioner for Wiltshire, and he was also for many years clerk to the magistrates, and to the Commissioners of Land, Assessed, and Income Taxes for the city of Salisbury. He leaves a widow and four children.

MR. GEORGE LEEMAN.

Mr. George Leeman, solicitor (the head of the firm of Leeman, Wilkinson, & Leeman), of York, many years M.P. for that city, died at Scarborough on the 25th ult. Mr. Leeman was born in 1809. He was originally a clerk in the office of Mr. Robert Anders, of York, solicitor, to whom he was subsequently articled, but he finished his articles with Mr. John Smith, and he was admitted a solicitor in 1838. He was formerly associated with Mr. William Fox Clarke, but more recently he was in partnership with Mr. Joseph Wilkinson, town clerk of York, and with his son, Mr. Joseph Johnson Leeman, M.P., who was admitted in 1865, and Mr. Frank Leeman, who was admitted in 1880. Mr. Leeman was the head of one of the largest solicitor's offices in York. Nearly forty years ago he was appointed by Lord Wenlock to the clerkship of the peace for the East Riding of Yorkshire, which office he held until his death, and his firm were joint clerks to the Lieutenantcy for the East Riding. He was for some time chairman of the North-Eastern Railway Company, and of the Yorkshire Banking Company, and he took an active part in political and municipal business. He was elected a town councillor for Castlegate Ward in 1835, and one of the city aldermen in 1850. He was Lord Mayor of York in 1853, and again in 1860 and in 1870. In 1865 he was elected M.P. for the city in the Liberal interest. He retired at the general election of 1868, but he was again returned in 1874, and at the last general election he retired in consequence of ill-health, the seat being filled by his eldest son. Mr. Leeman was a magistrate for the city of York, and one of the City Charity Trustees.

MR. EDWIN JAMES.

Mr. Edwin James, formerly M.P. for Marylebone, and recorder of Brighton, died on the 5th inst. Mr. James was the son of Mr. John James, solicitor, secondary of the City of London, and was born in 1812. He was called to the bar at the Inner Temple in Hilary Term, 1836, when he joined the Home Circuit. His father's interest gave him an early introduction to business, and for many years he had an extensive junior practice, both civil and criminal. In 1850 he received a silk gown, and rapidly obtained a good leading business, both in London and on circuit. Without any pretension to eloquence, or any deep knowledge of law, he was a zealous and discreet advocate, and a formidable cross-examiner, and he had always great influence with a jury. There were few celebrated cases in which he was not engaged. He was associated with the late Sir Alexander Cockburn for the prosecution in the *Palmer case*, and one of his most successful achievements was his defence of Dr. Bernard on the charge of being implicated in Orsini's conspiracy to murder the Emperor Napoleon. In 1855 he was appointed the first recorder of the borough of Brighton, and in 1859 he was elected M.P. for Marylebone in the Liberal interest. He was a steady supporter of Lord Palmerston, and he is understood to have been designated for the office of Solicitor-General. Unfortunately, in 1861, certain grave charges of dishonesty induced him to resign his recordership and his seat in Parliament, and he went to America, and for a short time practised at the bar of New York. In the meantime he was disbarred, and his patent as a Queen's Counsel was cancelled, and this led to his exclusion from the American bar. Since his return to England an appeal to the judges against his disbarment had been unsuccessful, and he is understood to have been recently in very needy circumstances.

LEGAL APPOINTMENTS.

Mr. ALFRED BENJAMIN CARPENTER, solicitor, of Devereux-buildings, Devereux-court, Temple, W.C., has been appointed a Commissioner for taking the Acknowledgments of Married Women under the Fines and Recoveries Act.

Mr. WILLIAM ANTHONY MUSGRAVE SHERIFF, barrister, has been appointed Chief Justice of the Colony of British Honduras. Mr. Sheriff was called to the bar at the Middle Temple in Trinity Term, 1867. He has been for several years Attorney-General of the Bahamas, and has recently acted as Chief Justice of the latter colony.

Mr. ORMOND DRIMMIE MALCOLM, Q.C., has been appointed Attorney-General for the Bahamas, in succession to Mr. William Anthony Musgrave Sheriff, who has been appointed Chief Justice of British Honduras. Mr. Malcolm is a Queen's Counsel for the colony of the Bahamas.

Mr. WILLIAM MARTIN BAKER, solicitor (of the firm of Montagu, Scott, & Baker), of No. 10, Gray's Inn-square, London, W.C., and Hatfield, Herts, has been appointed a Perpetual Commissioner for taking Acknowledgments of Married Women in and for the Counties of Middlesex and Herts, and the Cities and Liberties of London and Westminster. Mr. Baker was admitted in Trinity Term, 1871.

Mr. CHARLES EDWARD BEAL, solicitor (of the firm of Beal & de Soyres), of 30, Regent-street, Westminster, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature. Mr. Beal was admitted in December, 1875.

Mr. EDMUND WHITELOCK REEVES, solicitor, of 11, New-court, Carey-street, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. IVOR EVANS, solicitor, of Carlisle, has been appointed Clerk to the Cardigan School Board. Mr. Evans was admitted a solicitor in 1872.

Mr. GEORGE GRAHAM WHITE, junior, solicitor (of the firm of White, Dingley, & White), of Launceston, has been appointed Clerk to the Launceston Board of Guardians, Assessment Committee, and Rural Sanitary Authority, on the resignation of his partner, Mr. John Dingley. Mr. White was admitted a solicitor in 1878. His father and partner, Mr. George Graham White, senior, is registrar of the Launceston County Court.

Mr. HUGH VAUGHAN THOMAS, solicitor, of Rhayader, has been elected Coroner for the Western Division of Radnorshire. Mr. Thomas was admitted a solicitor in 1875.

Mr. CHARLES DAUNCEY, solicitor, of Newport and Tredegar, has been appointed Clerk to the Bedwellty School Board. Mr. Dauncey was admitted a solicitor in 1880.

Mr. FRANK WILLIAM STONE, solicitor (of the firm of Stone & Simpson), of Tunbridge Wells, has been appointed Registrar of the Tunbridge Wells County Court (Circuit No. 43), in succession to Mr. William Charles Cripps, deceased. Mr. Stone was admitted a solicitor in 1862.

Mr. ADOLPHUS GEORGE CHARLES LIDDELL, barrister, who has been appointed Secretary to the Royal Commission on Reformatory and Industrial Schools, is the son of the Hon. Sir Adolphus Liddell, K.C.B., Q.C., Under-Secretary of State for the Home Department. He was born in 1847, and he is a graduate of Balliol College, Oxford. He was called to the bar at the Inner Temple in Trinity Term, 1872, and he practises on the North-Eastern Circuit, and at the Durham, Northumberland, and Newcastle Sessions. Mr. Liddell was secretary to the Royal Commission on Unreformed Municipal Corporations.

DISSOLUTION OF PARTNERSHIP.

GEORGE FLETCHER JONES and CHARLES ANGELO RUSS, solicitors, 53, King William-street (Fletcher Jones & Russ). Feb. 27. [*Gazette*, Mar. 7.]

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

ANGLO-RUSSIAN IRON AND TIN PLATE MANUFACTURING COMPANY, LIMITED.—By an order made by Chitty, J. dated Feb. 24, it was ordered that the voluntary winding up of the company be continued. Walker and Mewburn-Walker, Farnival's inn, solicitors for the company.

BARRY'S CONDENSED SOUPS AND FOOD COMPANY, LIMITED.—Chitty, J. has fixed Mar. 13, at 11, at his chambers, for the appointment of an official liquidator.

ENGLISH MOUNT MANUFACTURING COMPANY, LIMITED.—By an order made by Chitty, J. dated Feb. 21, it was ordered that the company be wound up. Ingle and Co. solicitors for the petitioners.

FIRE RE-INSURANCE CORPORATION, LIMITED.—Petition for winding up, presented Feb. 27, directed to be heard before Chitty, J. on Mar. 11. Kimber, Walbrook, solicitor for the petitioners.

FURNESS PAPER COMPANY, LIMITED.—Bacon, V.C., has, by an order dated Feb. 23, appointed John Gelderd, Ulverston, to be official liquidator.

GRAND DUCHESS SILVER, LEAD, and BLUETTES MINING COMPANY, LIMITED.—Hall, V.C., has fixed Monday, Mar. 13, at 12, at his chambers, for the appointment of an official liquidator.

GEORGE VOR STORES, LIMITED.—Petition for winding up, presented Feb. 27, directed to be heard before Hall, V.C., on Mar. 17. Harwood and Stephenson, Lombard st, solicitors for the petitioners.

VEON COLLIERY COMPANY, LIMITED.—Bacon, V.C., has, by an order dated Feb. 24, appointed William Williams, Salop rd, Oswestry, to be official liquidator.

WALA WYNAD INDIAN GOLD MINING COMPANY, LIMITED.—Petition for winding up, presented Feb 28, directed to be heard before Chitty, J, on Mar 11. Abrahams and Co, Old Jewry, solicitors for the petitioner

[Gazette, Mar. 3.]

FAVERSHAM BRICKFIELDS COMPANY, LIMITED.—Kay, J, has, by an order dated Jan 27, appointed Horace Woodburn Kirby, 4, Coleman st, to be official liquidator

NEW CAILLO, LIMITED.—Petition for winding up, presented Mar 6, directed to be heard before Chitty, J, on Mar 18. Greenfield and Abbott, Queen Victoria st, solicitors for the petitioner

SONORA COMPANY, LIMITED.—Chitty, J, has fixed Wednesday, Mar 15, at 11, at his chambers, for the appointment of an official liquidator

SWISS UNWEETENED PURE MILK COMPANY, LIMITED.—Chitty, J, has, by an order dated Jan 14, appointed Mr. Edgar Ashworth Harvey, 8, Old Jewry, to be official liquidator. Creditors are required, on or before April 19, to send their names and addresses, and the particulars of their debts or claims, to the above

[Gazette, Mar. 7.]

UNLIMITED IN CHANCERY.

CITY OF CHESTER BENEFIT BUILDING SOCIETY.—Petition for winding up, presented Mar 1, directed to be heard before Bacon, V.C., on Saturday, Mar 11. Langley and Gibbon, Great James st, Bedford row, solicitors for the petitioner

ROMFORD CANAL COMPANY.—By an order made by Hall, V.C., dated Feb 24, it was ordered that the company be wound up. Haynes and Clifton, Romford, solicitors (the petitioners in person)

[Gazette, Mar. 3.]

FRIENDLY SOCIETIES DISSOLVED.

BLUE SISTERS' FRIENDLY SOCIETY, Royal Arms Inn, Llanerth st, Newport, Monmouth. Feb 28

GLOUCESTER CARLTON SICK BENEFIT FRIENDLY SOCIETY, East End Wine Vaults, Gloucester. Feb 24

SOUTH HAINS INDEPENDENT FRIENDLY SOCIETY, Public Rooms, Kingsbridge, Devon. Feb 28

[Gazette, Mar. 3.]

HOPE AND ANCHOR FRIENDLY SOCIETY, 24, St Anne st, Liverpool. Mar 2

[Gazette, Mar. 7.]

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

March 2.—*Bills Read a Second Time.*

PRIVATE BILLS.—Sawley, Harrington, and Shardlow (Cavendish) Bridges; Manchester and Milford Railway; Pontypridd, Caerphilly, and Newport Railway.

Post Cards (Reply).

March 3.—*Bills Read a Second Time.*

PRIVATE BILL.—Rhonda and Swansea Bay Railway.

March 6.—*Bills Read a Second Time.*

PRIVATE BILLS.—Wrexham, Mold, and Connah's Quay Railway (Extensions and Dock); Queenstown Water; Great Western Railway (No. 1); Alexandra (Newport) Dock; Carlisle Citadel Station; Whitland, Cronware, and Pendine Railway.

Bill Read a First Time.

Slate Mines (Gunpowder).

March 7.—*Bills Read a Second Time.*

PRIVATE BILL.—Thames and Severn Canal (Railways). Settled Land; Conveyancing; Married Women's Property.

Bill in Committee.

Post Cards (Reply) (passed through Committee).

New Bill.

Parliamentary Oaths (Lord REDESDALE).

HOUSE OF COMMONS.

March 2.—*Bills Read a Second Time.*

PRIVATE BILLS.—Great Northern Railway; Metropolitan District Railway. Municipal Corporations; Consolidated Fund (No. 1).

Bills in Committee.

Boiler Explosions (passed through Committee); Slate Mines (Gunpowder) (passed through Committee).

New Bill.

Bill to prohibit the sale of intoxicating liquors on Sunday in Cornwall (Mr. A. VIVIAN).

March 3.—*Bills Read a Second Time.*

PRIVATE BILLS.—Manchester, Sheffield, and Lincolnshire Railway and Cheshire Lines; Northampton Corporation.

Bills in Committee.

Consolidated Fund (No. 1) (passed through Committee); Boiler Explosions.

Bill Read a Third Time.

Slate Mines (Gunpowder).

March 6.—*Bills Read a Second Time.*

PRIVATE BILLS.—Ascot, Windsor, and Aldershot Junction Railways; Brighton District Tramways; Didcot, Newbury, and Southampton Junction Railway; Gravesend Railway; Great Eastern Railway; Hull, Barzale, and West Riding Junction Railway and Dock (Huddersfield, &c.); Hull, Barnsley, and West Riding Junction Railway and Dock (Interest); Ipswich Tramways (Extensions); London and South-Western and Metropolitan District Railway Companies (Kingston and London Railway); Metropolitan and District Railways (City Lines and Extensions); Metropolitan Railway; Millwall Dock; Southport and Cheshire Lines Extension Railway; Sutton

and London and South-Western Junction Railway; Swansea Tramways Extensions; Wimbledon, Merton, and West Metropolitan Junction Railway; Accrington Branch Canal; Rugby Gas.

New Bill.

Bill to amend the Places of Worship Sites Act, 1873 (Mr. SUMMERS).

March 7.—*Bills Read a Second Time.*

PRIVATE BILLS.—Cleator and Workington Junction Railway; Hounslow and Metropolitan Railway (Twickenham Extension); Liverpool Tramways; South London Tramways; Swindon and Cheltenham Extension Railway; Swindon, Marlborough, and Andover Railway; Accrington Extension and Improvement; Blackburn Improvement; Bolton Improvement; Central Northumberland Railway; Chadderton Improvement; East and West Yorkshire Union Railways; Exmouth Gas; Manchester Corporation; North-Eastern Railway (Additional Powers); Padiham and Hapton Local Board; Regent's Canal, &c., Railway.

March 8.—*Bills Read a Second Time.*

PRIVATE BILL.—Maidstone and Ashford Railway. Criminal Law Amendment; Criminal Procedure.

Bill Read a Third Time.

PRIVATE BILL.—Pilotage Provisional Order (Tees).

New Bill.

Bill to amend the law relating to the interment of any person found *fele de se* (Viscount EBRINGTON).

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

BALDWIN, JOHN, York, General Dealer. Mar 13. Baldwin v Baldwin, Fry, J. Carr, Leeds

BARBER, JOHN, Jewkes, Knighton-on-Terne, Worcester, Esq. Mar 31. Christie v Sweet, Hall, V.C. Norris and Miles, Tenbury

BARNARD, JOHN, Springhall, Sawbridgeworth, Hertford, Esq. Mar 17. Burton v Barnard, Chitty, J. Acklan, Sawbridgeworth

BLOUNT, SIR EDWARD, Mawley Hall, Salop, Bart. Mar 14. Blount v Blount, Chitty, J. Norris and Gordon, Bedford row

BRADSHAW, ELIZA, Billington, near Leighton Buzzard. Mar 14. Britain v Bradshaw, Chitty, J. Newton, Leighton Buzzard

BROWN, THOMAS PHILPOTTS, Bridstow, Hereford, Gent. Mar 16. Bank v Brown, Fry, J. Gattold, Hereford

COOPER, CASSTRELS, Guildford, Surrey, Wine Merchant. Mar 30. Cooper v Nealds, Hall, V.C. Sheppard, Battle

FARRAR, SAMUEL, Halifax, York, Stone Merchant. Mar 31. Farrar v Farrar, Hall, V.C. Wavell, Halifax

GEM, THOMAS HENRY, Birmingham and Leamington Priors, Warwick, Solicitor. Mar 7. Wilcox v Gem, Bacon, V.C. Milward, Birmingham

JOHNSON, HENRY, Birmingham, Retail Brewer. Mar 13. Woolley v Patrick, Chitty, J. Clarke, Birmingham

HEENE, EDWARD BAKER, Wereham, Norfolk, Grocer. Mar 17. Roberts v Mason, Hall, V.C. Cree and Son, Gray's inn sq

RHODES, JOSHUA, Barby, York, Farmer. Mar 14. Rhodes v Rhodes, Chitty, J. Parker, Selby

SHARP, JOHN, Basinghall st, Merchant. July 1. Gardiner v Sharp, Fry, J. Sharp, King William st

WALNE, ALFRED SEPTIMUS, Union Club, Trafalgar sq, Charing Cross, Gent. Mar 25. Walne v Fry, J. Rickards, Old Broad st

[Gazette, Feb. 17.]

D'ARCY, MARY, Argyll st, Regent st. Mar 17. Kiddle v D'Arcy, Chitty, J. Humphreys, King's Bench walk, Inner Temple

JOHNSON, GEORGE ROBERT, Bootham, York, Cab Proprietor. Mar 16. Johnson v Dowell, Hall, V.C. Wood, York

LOVE, WILLIAM, Lansdowne ter, Brixton. Mar 15. Hill v Spurgeon, Hall, V.C. Janson, Finsbury circus

PRIEST, MARY, Hingham, Norfolk. Mar 21. Selfe v Priest, Hall, V.C. Winter and Francis, Norwich

WOODALL, WILLIAM EDWARD, Scarborough, York, Esq. April 1. Woodall v Kendall, Fry, J. Russell, Bedford row

[Gazette, Feb. 21.]

BRAYFORD, ELIJAH, Newchapel, Stafford, Gent. Mar 18. Brayford v Brayford, Hall, V.C. Sherrell, Kidsgrove

BURRIDGE, ELIZABETH RICHARDS, Wiveliscombe, Somerset. April 4. Cassidy v Burrbridge, Hall, V.C. Hounsell, Farnival's inn, Holborn

CUNNINGTON, WILLIAM, jun, Sutton St Nicholas, Lincoln, Farmer. Mar 24. Grimley v Cunningham, Chitty, J. King, North bldgs, Finsbury circus

DRAKE, HENRY, Judge of the Kingston District Court, Jamaica. May 17. Drake v Drake, Fry, J. Barlow, Lime st

HEAD, ROBERT WILLIAM, Exeter, Solicitor. Mar 30. Halse v Head, Hall, V.C. Battis-hill and Houlditch, Exeter

MARETT, GEORGE WILLIAM, Bessungen, Hesse Darmstadt, Germany, Esq. April 18. Chalmers v Wingfield, Hall, V.C. Cobbold and Woolley, Chancery lane

PERKINS, MARY ANN LEADALL, Darlington, York. Mar 21. Robertson v Reid, Hall, V.C. Snow, College hill, Cannon st

SEYMOUR, ROBERT, Sunderland, Draper. Mar 31. Seymour v Seymour, Hall, V.C. Willan, Darlington

WILLIAMS, JOHN JACKSON, Tenby, Pembroke. Mar 23. Reed v Williams, and John v Williams, Bacon, V.C. Parker, Bedford row

[Gazette, Feb. 24.]

CREDITORS UNDER 22 & 23 VICT. CAP. 25.

LAST DAY OF CLAIM.

ASHWORTH, REV ALFRED, Chapel-on-le Frith, Derby. April 1. Cooper and Sons, Manchester

BELL, ROBERT, Westwick gardens, Shepherd's Bush, Gent. April 14. Hamlin and Grahmer, Staple inn, Holborn

BREWSTER, REV FRANCIS WILLIAM, Birtley, Durham, D.D. Mar 29. Clark, Newcastle upon Tyne

CAVE, CAROLINE, Heathfield pk, Twickenham. June 24. Plaskitt, Lincoln's inn fields

DAVIDS, JOHN, Kidwelly, Carmarthen, Gent. Mar 31. Keighley and Co, Philipot lane

DROUGHT, MARY ANN, Hove. April 1. Freeman and Freeman-Gell, Brighton

FARCOMB, EDWARD, Hastings, Sussex, Gent. Mar 31. Billingham and Wood, Buck-
lersbury
FAYLE, ELEANORA ELIZABETH, Clifton, Gloucester. April 15. Bevan and Daniell,
Chancery lane
FRASER, JOHN, Headingly, York, Civil Engineer. April 15. Nelson and Co, Leeds
HARDY, SAMUEL, St Ives, Jeweller. Mar 10. Waits, St Ives, Hunts.
JACKSON, ALFRED, Blackpool, Lancaster, Gent. May 1. Allen and Co, Manchester
JACKSON, HENRY, Park place, Whitton, Gent. Mar 7. Kempster, Lower Kennington
lane, Lambeth
JOICEY, JOHN, Newton Hall, Northumberland, Esq. April 1. Dodds and Co, Stockton
on Tees
LEE, THOMAS GARDNER, Pendleton, Lancaster, Independent Minister. April 3. Farrar
and Hall, Manchester
NOTLEY, ELIZABETH, Stogumber, Somerset. April 1. Clarke and Lukin, Chard,
Somerset
POTTS, JANE, Newcastle upon Tyne. May 1. Brown and Son, Newcastle upon Tyne
RIDGE, DAVID, Elton, Nottingham, Farmer. Mar 31. Percy and Co, Nottingham
RITCHIE, JAMES, William st, Regent's pk, Engineer. Mar 24. Mould, Great James st,
Bedford row
SCHAFER, FRIEDRICH, Molyneux st, Marylebone, Baker. Mar 14. Francis, Austin Friars
Scott, Ann, Cromwell terrace West, Kensington pk. April 7. Jarvis and Triscott,
Chancery lane
SMITH, THOMAS HECKSTALL, Rowlands, St Mary Cray, Kent, Surgeon. Mar 21. Ponti-
fex, St Andrew's st, Holborn circus
TELLING, CHARLES, Radnor terr, Kensington, Licensed Victualler. Mar 20. Ashwin,
Temple
THORNTON, HENRY SYKES, Battersea Rise, Surrey, Banker. Mar 31. Tillenard and Co,
Old Jewry
TURNER, FREDERICK CHARLES POLHILL, Renhold, Bedford, Esq. April 5. Aldridge,
Montague pl
TYSON, AARON, Eskdale, St Bees, Cumberland, Innkeeper. Mar 16. Butler, Broughton
in Furness
WALTON, GEORGE, Weardale villa, Downs rd, Clapton. April 3. Ellis and Crossfield,
Mark lane
WARREN, EMILY THOMAZINE, Brighton. Mar 31. Gosling, Spring gdns
WHITMARSH, MARY, Oxford. Mar 14. Smith, Dane's inn, Strand
WHITTINGTON, FRANCES, Warwick. Mar 31. Fortescue and Sons, Banbury
WILLIAMS, JOHN, Newcastle under Lyme, Corn Miller. April 1. Knight, Newcastle,
Staffordshire
WYATT, FANNY, Englefield Green, Surrey. Mar 14. Long and Co, Windsor
WYNN, ROBERT, Scalford, Leicester, Clerk in Holy Orders. Mar 31. Atter, Melton
Mowbray
AGATHIDES, ANASTASIUS, Roehampton, Surrey, Professor of Greek Language. Mar 18.
Freshfields and Williams, Bank bldgs
BARTHOLOMEW, WILLIAM, Ladbroke grove, Notting hill, Solicitor. Mar 25. Peacock
and Goldard, South sq, Gray's inn
BLANCHFORD, WILLIAM, Plymouth, Gent. May 1. Whiteford and Bennet, Plymouth
BUNTING, ELIZABETH, Hertford. March 25. Wortham, Royston
CANOLES, HENRY JEAN VULLEY DE, Bristol. March 17. Hunters and Co, New sq,
Lincoln's Inn
CRAMP, HENRY, Over Darwen, Lancaster, Tailor. March 20. Needham, Blackburn
ELIOT, EDWARD ELIOT, Walthamstow, Gent. March 25. Murray and Co, Birchin lane
GHEST, RUDOLPH, Brickwood, Esq. March 21. Wingate, Angel ct
GILKES, LOUISA ELLEN, Fritchley, Crich, Derby. March 21. Fox, Plymouth
GREGORY, ELIZABETH, Birmingham. March 16. Wood and Son, Birmingham
HAMMOND, WILLIAM, Scotts yd, Bush lane, Gent. March 25. Linklater and Co,
Walbrook
HINGTON, ANN, Plymouth. March 11. Pridham and Woolcombe, Princess sq
LEACH, STEPHEN WILLIAM, Turnham green, Gent. March 20. Smith and Son, Furni-
val's inn
METCALF, JOHN, Snainton, York, Farmer. March 31. Jackson, Malton
MORRIS, RICHARD, Birmingham, Wire Drawer. Mar 16. Wood and Son, Birmingham
MUNCASTER, JOHN, Over Darwen, Lancaster, Gent. Mar 20. Costeker, Over Darwen
NUTTALL, WILLIAM, Tuttington, Lancaster, Clogger. May 18. Whitaker, Duchy of
Lancaster Office
PARISH, FREDERICK PETER, Gainsborough, Lincoln, Grocer. March 22. Dawbarn and
Wise, Wisbech
PITT, RICHARD, Ramsgate, Gent. April 6. Daniel, Ramsgate
READ, JOSEPH, Fairfield, nr Liverpool, Lancaster, Tailor. March 18. Read, Liverpool
ROBERTS, MARY, Manchester. March 31. Partington and Allen, Manchester
ROW, JOHN, Topsham, Devon, Shipbuilder. April 1. Daw and Son, Exeter
SALTER, EDWARD, Lancaster rd, Notting hill, Gent. March 20. Smith and Son,
Furnival's inn
SEYMOUR, ALBERT, Founders' ct, Lothbury. April 14. Bailey and Co, Barners at
SEYMOUR, MARY ANN, Great Shilds, Cambridge. March 22. Whitehead, Cambridge
SHUTTLE, THOMAS, Newport, Mon., Iron Founder. April 20. Greenway and Bythway,
Pontypool
STANSFIELD, JANE, Rochdale, Lancaster. March 25. Standing and Taylor, Rochdale
THORNTON, DANIEL BATEMAN, St. Mary's rd, Wimbledon, Manufacturer. June 24.
Foster, Queen st pl
WATSON, ROBERT, Swavesey, Cambridge, Gent. March 25. Greene and Mellor, Saint
Ives, Hunts
WETHERELL, JAMES, Northampton, Esq. April 1. Dennis and Faulkner, Northampton
WILSON, ANNE, Reading, Berks. March 31. Dryland, Reading
WILSON, SUSANNA, Reading. March 31. Dryland, Reading

[Gazette, Feb. 21.]

ALLEN, MARY, Hove, Brighton. April 4. Syms and Son, Furnival's inn
BARNES, WILLIAM, Handsworth, Stafford, out of business. Mar 25. Williams, Bir-
mingham
BLITHE, JOHN DAVID, Seardsdale terr, Kensington, Captain in H.M.'s 45th Regiment.
Mar 31. Stonos and Co, Finsbury circus
BOOKER, JOSIAS, Wessington Court, Hereford, Esq. May 1. Rowe and Co, Liverpool
BOOTH, RICHARD, Ramsbottom, Lancaster, Shopkeeper. Mar 18. Grundy, Bury
BOULTON, MARTHA, Swindon, Wilts. Mar 31. Kinneir and Tombs, Swindon
BROWN, GEORGE, Lincoln, Newspaper Reporter. April 11. Harrison, Lincoln
BYRAN, EDWARD, Wemdon, Somerset, Gent. Apr 1. Fussell and Co, Bristol
CLIVE, REV. GEORGE ANTHONY, Montford, Salop. Mar 25. Salt and Sons, Shrewbury
DODGSON, RICHARD, College st, Barnsbury. Mar 25. Neal, Old Broad st
DODGSON, JOHN, Carlisle, Gent. Mar 31. Hough, Carlisle
FLEXMAN, ELIZABETH, Bexley, Kent. April 5. Harris, Moorgate st
FOWLER, GEORGE, Scarborough, Hotel Keeper. May 20. Turnbull and Co, Scarborough
GHEST, RUDOLPH, late of the Asylum at Brickwood, Esq. Mar 24. Wingate, Angel ct
HEAD, ROBERT THOMAS, Exeter, Solicitor. Mar 20. Hale and Co, Cheapside
HEAD, THOMAS, Tooting Lower End, Lancaster, Draper. Mar 18. Grundy, Bury
HELMF, JANE, Dalton in Furness, Lancaster. Apr 20. Butler and Son, Dalton in
Furness
ORNT, MARY, Ashton under Lyne, Lancaster. Apr 5. Jackson, Ashton under Lyne
STUDD, JOHN, Southsea, Southampton, Surveyor. June 1. Thompson and Co, Stone
bldgs, Lincoln's inn
TAYLOR, JOHN, Rocks, Gloucester, Esq. Apr 10. Taylor and Co, Manchester
WARD, JOHN, Kingston upon Hull, Gentleman. Apr 3. Walker and Spink, Hull
WHITTAKER, JOHN, Prestwich, Lancaster, Gentleman. Mar 22. Anderton and Don-
nelly, Bury
WILSON, ELIZABETH, Banbury, Oxford. Mar 16. Looker, Banbury
WRIGHT, MARGARET, Francis st, Leeds. Mar 31. Dibb and Co, Leeds

[Gazette, Feb. 24.]

No GAS IN DAYTIME.—See Chappuis' Reflectors. 69, Fleet-street.—[ADVT.]

COURT PAPERS.

SUPREME COURT OF JUDICATURE.
ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	V. C. BACON.	V. C. HALL.
Monday, March.....	13 Mr. King	Mr. Ward	Mr. Latham
Tuesday.....	14 Merivale	Pemberton	Carrington
Wednesday.....	15 King	Ward	Latham
Thursday.....	16 Merivale	Pemberton	Carrington
Friday.....	17 King	Ward	Latham
Saturday.....	18 Merivale	Pemberton	Carrington
	Mr. Justice	Mr. Justice	Mr. Justice
	CLAY.	KAY.	CRUTCH.
Monday, March.....	13 Mr. Jackson	Mr. Koe	Mr. Teesdale
Tuesday.....	14 Cobby	Clowes	Farrer
Wednesday.....	15 Jackson	Koe	Teesdale
Thursday.....	16 Cobby	Clowes	Farrer
Friday.....	17 Jackson	Koe	Teesdale
Saturday.....	18 Cobby	Clowes	Farrer

The courts will sit at Guildhall on Monday, the 20th inst.

On the 6th inst., in the House of Commons, Sir R. Cross asked the
First Commissioner of Works whether he was able to inform the House
when the Royal Courts of Justice would be fully opened. Mr. Shaw-Lefevre
said that the builders would complete their work by Easter, but after that
there would still be a good deal of work to do. He thought the courts
would be fully opened about Midsummer, before the Summer Circuit.

SALES OF ENSUING WEEK.

March 14.—Messrs. W. A. CURNOCK & JONES, at the Mart, at 2 p.m., Freehold
and Leasehold Properties (see advertisement, this week, p. 4).
March 14.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGWATER, at the
Mart, at 2 p.m., Freehold Property (see advertisement, March 4, p. 4).
March 15.—Messrs. PETO & Co., at the Mart, at 12 for 1 p.m., Reversions (see
advertisement, Feb. 18, p. 4).
March 16.—Mr. A. BOOTH, at the Mart, at 2 p.m., Freehold and Leasehold Prop-
erties (see advertisement, this week, p. 4).
March 17.—Mr. EDMUND ROBINS, at the Mart, at 1 for 2 p.m., Freehold and
Leasehold Properties (see advertisement, Feb. 25, p. 4).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BATHRELL.—Mar. 4, at 31, Lausdowne crescent, Notting-hill, W., the wife of
J. F. Hole Bathrell, of Lincoln's-inn, barrister-at-law, of twin daughters.
FERRERS.—Mar. 3, at Compton-terrace, Brighton, the wife of G. Scope Ferrers,
barrister-at-law, of a son.
GRETTON.—Jan. 11, at Adelaide, South Australia, the wife of George I. Mesurier
Gretton, barrister-at-law, of a daughter.
MCCALL.—Jan. 28, at Elmfield, Tufnell-park, N., the wife of R. A. McCall, bar-
rister-at-law, of a son.

DEATHS.

BOVILL.—Mar. 3, at Bath, William John Bovill, Q.C., F.S.S., Benchet of
Lincoln's-inn, of 32, James-street, Buckingham-gate, aged 71.
GER.—Feb. 23, at Liverpool, Alfred William Ger, barrister-at-law, aged 32.
SALMON.—Jan. 20, Thomas Deere Salmon, of Lincoln's-inn, barrister-at-law,
aged 62.

LONDON GAZETTES.

Bankrupts.

FRIDAY, March 3, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Bedford, James R., Burton crescent, Euston rd. Pet Feb 28. Murray. Mar 17 at 13
Burnett, J. M. R., Bristol gdns, Warwick rd. Pet Feb 28. Murray. Mar 17 at 12
Farrer, W. D. M. C. P., Wellington Barracks, Officer in her Majesty's Army. Pet Mar
1. Brougham. Mar 14 at 1
Gill, Francis, Wandsworth rd, Builder. Pet Mar 1. Brougham. Mar 14 at 2
To Surrender in the Country.

Dowse, Richard, Burtoft, Lincoln, Farmer. Pet Feb 25. Staniland. Boston, Mar 14
at 12
Farrell, George, Gloucester. Pet Feb 28. Riddiford. Gloucester, Mar 30 at 11
Fletcher, Thomas, Carrington, Lincoln, Agricultural Implement Maker. Pet Feb 27.
Staniland. Boston, Mar 14 at 12.30
Follett, William, Beaurepaire Farm, Hants. Pet Feb 15. Godwin. Winchester, Mar
14 at 12
Maclean, Robert, Beverley, York, Draper. Pet Feb 24. Rollitt. Kingston upon Hull,
Mar 14 at 2.30
Patehorpe, William, Hundleby, near Spilsby, Lincoln, Farmer. Pet Feb 27. Staniland.
Boston, Mar 14 at 11
Parsons, Albert, Brighton, Builder. Pet Feb 27. Jones. Brighton, Mar 21 at 11
Reeve, John Phillips, Hastings, B-ilder. Pet Feb 25. Young. Hastings, Mar 18 at 12
Robson, Matthew, South Shields, Block and Mast Maker. Pet Feb 28. Daggett.
Newcastle, Mar 13 at 11
Scott, William, Merthyr Tydfil, Glamorgan, Innkeeper's Manager. Pet Mar 1. Lewis.
Merthyr Tydfil, Mar 15 at 12
Taylor, David, Langton, Kent, Innkeeper. Pet Feb 24. Cripps. Tunbridge Wells,
Mar 15 at 11
Wilkinson, John, Wibsey, Bradford, York, Paper Maker. Pet Feb 27. Lee. Bradford,
Mar 14 at 13

TUESDAY, March 7, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Joseph, Henry, Hatton garden, Diamond Broker. Pet Mar 2. Haslitt. Mar 21 at 13
Pibrow, John Smith, Bow rd, Builder. Mar 2. Haslitt. Mar 29 at 13

Preist, Douglas Stewart, Goldhawk rd, Shepherd's Bush, Auctioneer. Pet Mar 2.
 Hazlitt. Mar 22 at 12
 Scotto, A., Euston rd, Builder. Pet Mar 3. Peps. Mar 22 at 12.30
 To Surrender in the Country.
 Alderson, William, Heigham, Norwich, Carpenter. Pet Mar 2. Cooke. Norwich,
 Mar 18 at 12
 Butcher, John, Herne, Kent, Farmer. Pet Mar 3. Furley. Canterbury, Mar 24 at 12
 Filder, Herbert Wall, Bexhill, nr Hastings, Gentleman. Pet Mar 4. Young. Hastings,
 Mar 25 at 1
 Lightfoot, Martin, Barrow in Furness, Shoemaker. Pet Mar 1. Postlethwaite. Barrow
 in Furness, Mar 17 at 2
 Marks, Simon, Newcastle upon Tyne, Auctioneer. Pet Mar 4. Ingledew. Newcastle,
 Mar 20 at 11
 Pitchford, John, Wakefield, York. Pet Mar 2. Mason. Wakefield, Mar 20 at 11
 Richardson, John, Manchester, Solicitor. Pet Mar 3. Kay. Manchester, Mar 23 at 12
 Wilkinson, John Chissell Cuthbert, Anerley, Surrey, Grocer. Pet Mar 3. Rowland.
 Croydon, Mar 21 at 12
 Wilton, John, Plymouth, Fruiterer. Pet Mar 4. Edmonds. East Stonehouse, Mar 15
 at 12

BANKRUPTCIES ANNULLED.

FRIDAY, March 3, 1882.

Birks, Charles, Wesbury pl, Wood Green, Commission Agent. July 12
 Low, Maximilian, London wall, Merchant. Feb 28
 Piper, Elizabeth, Gloucester rd, South Kensington. Feb 28

TUESDAY, March 7, 1882.

Johnson, Edward, Hurworth on Tees, Durham, Plumber. Feb 6

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, March 3, 1882.

Bacon, George, Kingston-upon-Hull, Hatter. Mar 16 at 12.30 at offices of Firth, Bishop
 lane, Low Gate, Kingston-upon-Hull
 Baker, Thomas, Minshall Vernon, Chester, Farmer. Mar 17 at 3 at offices of Chew and
 Sons, Swan st, Manchester
 Barton, William, Whitby, York, Builder. Mar 21 at 11 at offices of Gray and Pannett,
 Flowergate, Whitby
 Beach, John, jun, Wallington yard, Uxbridge, Steam Circus Proprietor. Mar 16 at 11
 at Old Queen's Head, High st, Borough. Rashleigh, Three Crown sq, Borough
 Beavis, William, Okehampton, Devon, Draper. Mar 16 at 3 at offices of Southcott,
 Post Office st, Bedford Circus, Exeter. Prickman, Okehampton
 Bell, Isaac, Old Leake, Lincoln, Butcher. Mar 11 at 11 at offices of Thomas, Emery
 lane, Boston
 Betney, Jesse, Leeds, Schoolmaster. Mar 16 at 2 at offices of Butler and Middlebrook,
 Park sq, Leeds
 Bingham, William Henry Knight, Heigham, Norwich, Tailor. Mar 14 at 12 at Duke's
 Palace Inn, Duke st, Norwich
 Binas, Arton, James Edward Wadsworth, and John William Wadsworth, Leeds,
 Woollen Manufacturers. Mar 15 at 2 at offices of Middleton and Sons, Calverley
 chmbs, Victoria sq, Leeds
 Bird, Emma, and Annie Bird, Nantwich, Chester, Milliners and Drapers. Mar 22 at 3
 at offices of Martin, Welsh row, Nantwich
 Boxall, Henry, Bristol, Grocer and Provision Merchant. Mar 14 at 1 at offices of Miller,
 St Stephens chmbs, Baldwin st, Bristol
 Brentnall, Henry, Bristol, Boot Maker. Mar 13 at 2 at offices of Parsons, High st,
 Bristol. Beckingham, Bristol
 Burgess, Henry Mary, Isle of Walney, Lancaster, Clerk in Holy Orders. Mar 17 at
 11 at Gould's Temperance Hotel, Church st, Barrow-in-Furness. Pearson, Barrow in
 Furness
 Carr, Thomas, Longton, Fish and Tripe Dealer. Mar 14 at 10 at office of Welch,
 Caroline st, Longton
 Cartwright, Frances Ellen, Salford, Draper. Mar 10 at 11 at offices of Barron, Booth st,
 Manchester
 Cartwright, Thomas, jun., Hay, Brecon, Clothier. Mar 15 at 12 at offices of Griffiths,
 Broad st, Hay
 Caswell, Robert, Cotmanhay, Derby, Miner. Mar 21 at 11 at offices of Heath, Amen
 Alley, Derby
 Catchside, Thomas Hector, Lee, Northumberland, Corn and Flour Factor. Mar 22 at
 1 at offices of Wray, Collingwood st, Newcastle-upon-Tyne. Lockhart, Hexham
 Child, William, Longton, Stafford, Cabinet Maker. Mar 14 at 11 at offices of Welch,
 Caroline st, Longton
 Clarke, John, Liverpool, Grocer. Mar 16 at 3 at offices of Quin, South John st, Liver-
 pool
 Cockell, Frederick Edgar, sen, Ambers' rd, Surgeon. Mar 20 at 12 at Peele's Coffee
 house, Fleet st
 Colley, John, Tilston, Chester, Farmer. Mar 20 at 11 at office of Cartwright, Whitefriars
 Chester
 Cooper, James, Wolverhampton, Baker. Mar 16 at 3 at offices of Stirk and Brewer,
 North st, Wolverhampton
 Cooper, Walter Samuel. Liverpool st, Timber Merchant. Mar 20 at 3 at Law Institution,
 Chancery lane. Thomson and Ward, Bedford row
 Compe, Daniel Henry, George Addy, and James Arthur Hall, Sheffield, Wire Manufac-
 turers. Mar 15 at 2 at Law Society's Rooms, Hooles' chmbs, Bank st, Sheffield.
 Rodgers and Co
 Craig, William, Barrow-in-Furness, Draper. Mar 17 at 11 at Imperial Hotel, Cornwallis
 st, Barrow-in-Furness. Nalder and Jones, Barrow-in-Furness
 Crawshaw, Albert, Cleckheaton, Boot Manufacturer. Mar 16 at 11 at office of Douth-
 waite, Northgate, Cleckheaton
 Cromack, Moses, Huddersfield, Cab Proprietor. Mar 15 at 3 at office of Sykes and Son,
 Market st, Huddersfield
 Calliwick, George, Birmingham, Butcher. Mar 14 at 11 at office of Huggins and Mallard,
 Newhall chmbs, Newhall st, Birmingham
 Cupper, Henry, Kenton, Suffolk, Farmer. March 22 at 1 at the White Lion Hotel, Eye.
 Gudgeon, Stowmarket
 Davis, James, Weymouth st, Portland pl, Solicitor. March 20 at 2 at the Inns of Court
 Hotel, Holborn. Sydney, Finsbury circus
 Dawes, William Tibbitts, Nottingham, out of business. March 14 at 3 at offices of
 Norman, Middle pavement, Nottingham
 Dransfield, Richard, Darfield, York, Grocer. March 22 at 4 at offices of Ridesal,
 Chronicle chmbs, Barnsley
 Duerden, John, Accrington, Auctioneer. March 15 at 3 at Mechanics' Institute, Willow
 st, Accrington. Haworth and Broughton, Accrington
 Ellis, John, Beacombe, Chester, Builder. March 17 at 3 at offices of Pennock and Guest,
 Sweeting st, Liverpool
 Fallows, William Longstaff, Newcastle-upon-Tyne, Nail Manufacturer. March 17 at 11
 at offices of Keenlyside and Co, St John's chmbs, Grainger st West, Newcastle-upon-
 Tyne
 Field, William Rifeord, Catherine st, Strand, Licensed Victualler. March 27 at 4 at
 offices of Hicks and Arnold, Wellington st, Strand
 Foote, Stephen, Beech st, Barbican, Hoiser. March 16 at 3 at offices of Morris, Pat-
 ester row
 Foreman, Alfred Thomas, and Frederick John Foreman, Marden, Kent, Traction
 Engine Owners. March 21 at 3 at Star Hotel, High st, Maidstone. Chambers,
 Hastings
 Gill, John, Hamsterley, Durham, Farmer. Mar 17 at 3 at office of Parker, North Bond-
 gate, Bishop Auckland
 Harris, Morris Hart, Roundabout, Dealer in Fancy Goods. Mar 13 at 3 at office of
 Bennett, Palmegate bldg, Old Broad st

Hebden, Joseph, St. Hugh's rd, Anerley. Mar 13 at 1 at offices of Behrend, Bucklers.
 bury
 Hickling, Samuel Leonard, Chippenham, Wilts, Hotel Keeper. Mar 17 at 12 at Bear
 Hotel, Chippenham. Keary and Co, Chippenham
 Hubbard, Robert Christopher, North Petherton, Somerset, Builder. Mar 16 at 12 at
 office of Reed and Cook, King's sq, Bridgewater
 Humphries, Henry, William Henry Sleeman, and Samuel Druce Clinch, Bristol, Corn
 and Oil Cake Merchants. Mar 16 at 11 at office of Tribe and Co, Albion chmbs, Bristol.
 Osborne and Co, Bristol
 Humphries, John, Brosely, Salop, Grocer and Farmer. Mar 17 at 2 at Law Society's
 Room, Talbot chmbs, Shrewsbury. Phillips and Co, Shifnal
 Jackson, William, Dewsbury, York, Carver and Gilder. Mar 16 at 3 at office of Carter,
 Bond st, Dewsbury. Stapleton
 Jaques, William, Alfreton, Derby, Accountant. Mar 21 at 3 at Castle Inn, High st,
 Alfreton. Bird, Nottingham
 Jolly, David, Bradford, Oil Merchant. Mar 17 at 11 at office of Ray, Aldermanbury,
 Bradford
 Jones, David, Llanboidy, Carmarthen, Miller. Mar 16 at 1 at Rutzen Arms Hotel,
 Narberth. Griffiths, Carmarthen
 Jones, Evan, Skewen, Glamorgan, Collier. Mar 11 at 11 at offices of Davis, Alma pl,
 Neath
 Jones, James, Nottingham, Licensed Victualler. Mar 22 at 3 at offices of Whitting-
 ham, Middle-pavement, Nottingham
 Jordan, James, Birmingham, Leather Goods Manufacturer. Mar 16 at 3 at offices of
 Horton and Redfern, Imperial chmbs, Colmore row, Birmingham
 Kellett, Joseph, Leeds, Bricklayer. Mar 16 at 3 at offices of Lodge and Rhodes, Park-
 row, Leeds
 Kent, Samuel Scott, Wareham, Dorset, Coal Merchant. Mar 11 at 2 at Red Lion Hotel,
 Wareham. Trevanion, Poole
 Labode, Augustus, White st, Bethnal Green, Tin and Iron Worker. Mar 15 at 3 at
 offices of Harle, Moorgate st
 Limes, Henry, King's Norton, Worcester, Provision Dealer. Mar 15 at 3 at offices of
 Parr and Hayes, Colmore row, Birmingham
 Longden, Robert, Sheffield, Baker. Mar 16 at 3 at offices of Webster and Styring,
 Hartshead, Sheffield
 Mackay, Robert, Bournemouth, no occupation. Mar 18 at 3 at George Hotel, Hunting-
 don. Trevanion, Poole
 Meadows, William, Mettingham, Suffolk, Wheelwright. Mar 16 at 12 at Hall Quay
 chmbs, St Yarnouth. Dowsett
 Mitchell, Edward, Warminster, Wilts, Grocer. Mar 17 at 11.30 at offices of Wakeman
 and Bleck, Warminster
 Moon, John, Crediton, Devon, Land Agent. Mar 17 at 11 at offices of Fewings, Queen
 st, Exeter. Searle, Crediton
 Morgan, Matthew, Bishop Auckland, Durham, Ale and Porter Merchant. Mar 15 at 11
 at offices of Proud, Market pl, Bishop Auckland
 Musket, Frederick Thomas, Deptford, Kent, General Dealer. Mar 13 at 3 at offices of
 Laidman, Serjeant's inn, Temple
 Nicholas, George, Claimes, Worcester, Grocer and Provision Dealer. Mar 13 at 11 at
 offices of Griffiths, Sansome pl, Worcester
 Owen, Benjamin Phillips, Chester, Butcher. Mar 19 at 3 at offices of Mason and Calde-
 cutt, Pepper st, Chester
 Parker, George, and George Parker, jun, Wardour st, Soho, Manufacturing Chemists.
 Mar 20 at 2 at offices of Noon and Clarke, Blomfield st
 Patterson, Henry, Hebburn, New Town, Durham, Grocer. Mar 20 at 11 at offices of
 Waun and Smith, King st, South Shields
 Pearce, Henry John, Workshop, Nottingham, Saddler. Mar 17 at 1 at Law Society's
 Rooms, Hooles' chmbs, Bank st, Sheffield. Whall
 Perham, William, Northward, Bristol, Builder. Mar 14 at 3 at offices of Preston and
 Co, Southampton bldg, Chancery lane
 Pigott, Joseph, Torquay, Tailor. Mar 21 at 12 at Haxell's Hotel, Strand. Mackenzie
 and Hext, Torquay
 Prescott, Edgar Grote, Warrford ct, Stock and Share Broker. Mar 20 at 3 at offices of
 Dawes and Son, Angel ct, Throgmorton st
 Price, Alfred, Harbourn, Stafford, Stone Mason. Mar 13 at 3 at offices of Burton,
 Union passage, Birmingham
 Probst, Carl Hermann, Liverpool, General Commission Merchant. Mar 21 at 3 at offices
 of Morris, Dale st, Liverpool
 Reed, James John, Bromley, Mechanical Engineer. Mar 24 at 3 at Mullen's Hotel, Iron-
 monger lane. Hare, Pinner's ct, Old Broad st
 Ridge, Henry, Truro, Cornwall, Tailor. Mar 14 at 11 at offices of Paull and Adams,
 Quay st, Truro
 Robbins, Alfred, Twickenham, Dealer in Works of Art. Mar 15 at 12 at offices of Mat-
 thews and Wells, Southampton bldg, Chancery lane
 Robson, Joshua Duncan, Sunderland, Boot and Shoe Dealer. Mar 14 at 2 at Trade
 Protection Society's offices, New st, Leicester. Stanford, Newcastle-upon-Tyne
 Rodgers, James, Birkdale, Lancaster, Fruiterer. Mar 15 at 11 at offices of Sergeant and
 Rofs, George Samuel Richard, Margate, Builder. Mar 23 at 12 at Cannon st Hotel.
 Parry, Ramsgate
 Rook, Alfred, Copenhall, Chester, Licensed Victualler. Mar 16 at 11 at offices of Hill,
 Market st, Crewe
 Rindell, Samuel, Cheltenham, Gloucester, Tailor. Mar 16 at 3 at offices of Stroud and
 Ryland, Clarence parade, Cheltenham
 Russell, John, Sloane st, Chelsea, Lodging House Keeper. Mar 22 at 3 at offices of
 Jones, Mansion house chmbs, Queen Victoria st
 Russell, Walter Alexander, Old Kent rd, Boot and Shoe Manufacturer. March 21 at 3
 at Mason's Hall Tavern, Mason's avenue, Young, Newgate st
 Siddie, James, Wakefield, out of business. Mar 15 at 3 at offices of Lodge, Townhall
 chambers, King st, Wakefield
 Simon, Isaac, Great Winchester st bldgs, Wine and Spirit Merchant. Mar 21 at 2 at
 Inns of Court Hotel. Peacock and Goddard, South sq, Gray's inn
 Simpson, Jeremiah, Burnley, Lancaster, Builder and Contractor. Mar 17 at 3 at offices
 of Artingdale and Artingdale, Hargreave st, Burnley
 Smith, Joseph Rushworth, Huddersfield, Joiner. Mar 15 at 11 at offices of Barker and
 Co, Estate bldg, Huddersfield
 Smith, Thomas, Middlesbrough, York, Tailor. Mar 16 at 12 at Harker's Hotel, St
 Helen's sq, York. Peacock, Middlesbrough
 Spencer, George, Upper Basilton, Berks, Baker. Mar 21 at 2 at Queen's Hotel, Friar
 st, Reading. Morris, Paternoster row
 Steele, Benson, Broughton-in-Furness, Innkeeper. Mar 15 at 1 at Old King's Head
 Hotel, Broughton-in-Furness. Butler, Broughton-in Furness
 Stone, Joseph Richard Tucker, Shipton Gorge, Bridport, Dorset, Farm Bailiff. Mar 20
 at 12 at Greyhound Hotel, Bridport. Howard, Melcombe Rogia
 Taylor, James Henry, Lancing st, Euston sq, Cab Proprietor. Mar 10 at 3 at office of
 Lamb, Southampton bldg, Chancery lane
 Taylor, John, Higham, Kent, Grocer. Mar 20 at 3 at King's Head Hotel, High st,
 Rochester. Shakespeare, Chatham
 Taylor, Richard, Lambeth walk, Butcher. Mar 28 at 2 at office of Thompson, Great
 Dover st, Borough
 Taylor, William, Buckingham, Baker. Mar 18 at 12 at White Hart Hotel, Bucking-
 ham
 Temblett, Frederick Charles, Bridgewater, Somerset, Pawnbroker. Mar 14 at 12 at Inns
 of Court Hotel, High Holborn. Chapman, Bridgewater
 Thomas, Robert Edwin, Birmingham, Plasterer. Mar 16 at 12 at office of Higgin, Ben-
 nett's Hill, Birmingham
 Thorpe, William Elliott, and Frederick Thorpe, Hastings, Builders. Mar 21 at 3 at
 office of Miller, Sherborne lane
 Turner, James Bressy, Newton Abbot, Commission Agent, Mar 16 at 11 at Craven Hotel,
 Craven st, Strand. Francis and Co, Newton Abbot

Walker, Nicholas, High st, Shoreditch, Licensed Victualler. Mar 14 at 1 at offices of Liddard and Co, St James st, Bedford row
Walker, Walter, Bradford, Wholesale Potato Salesman. Mar 25 at 10.30 at Victoria Chambers, Bank st, Bradford. Darlington
Weston, Alfred, Greenwich, Boot and Shoe Manufacturer. Mar 20 at 12 at office of Moss, Gracechurch st
Whitaker, Charles, Lincoln, Grocer. Mar 15 at 2 at Cannon st Hotel. Williams, Lincoln
White, Martin Luther, and William Batting, the Grove, Stratford, Corn Factors. Mar 15 at 4 at office of Franklin, Strand
Willey, Robert, Penwortham, Lancaster, Land Agent. Mar 16 at 2 at office of Blackhurst, Fox st, Preston
Williams, James, Pontypool, Boot Manufacturer. Mar 17 at 12 at Grand Hotel, Broad st, Bristol. Dauncey
Wood, William, Cheltenham, Grocer's Assistant. Mar 15 at 3 at office of Stroud and Ryland, Clarence parade, Cheltenham

TUESDAY, March 7, 1882.

Agger, Joseph Edward, Watton, Norfolk, Chemist. Mar 21 at 2 at office of Gregson and Robinson, Watton
Aikman, Robert, Manchester, Printer. Mar 17 at 4 at office of Addleshaw and Warburton, Norfolk st, Manchester
Amor, John, Denbigh, Licensed Victualler. Mar 20 at 12 at office of Parry and Co, Vale st, Denbigh
Ashworth, Henry, Stacksteads, nr Bacup, Grocer. Mar 23 at 14.15 at Dog and Partridge Inn, Fennel st, Manchester. March, Rochdale
Audsley, John, Gawthorpe, York, Spinnier. Mar 23 at 10.15 at office of Scholes and Son, Wakefield rd, Dewsbury
Banister, Albert, Newgate st, Butcher. Mar 20 at 3 at 145, Cheapside. Whittington and Son, Bishopsgate st Without
Berry, Charles, Eastbourne, Fishmonger. Mar 23 at 3 at office of Champion and Co, Terminus rd, Eastbourne
Bolton, George, Manningham, York, Timber Merchant. Mar 21 at 3 at office of Watson and Dickons, Cheapside, Bradford
Boon, Nathaniel, Ashby, Lincoln, Chemist. Mar 20 at 2 at offices of Summers, Manor st, Kingston upon Hull
Boile, Henry Alexander, Pertonhall, Bedford, Farmer. Mar 16 at 11 at offices of Wade-Gerry, St Neots
Bull, Frederick, Harrow rd, Closed Upper Manufacturer. Mar 16 at 3 at Crown Tavern, Clerkenwell gn. Goatly, Long acre
Butterfield, Isaac, Bury, Draper. Mar 22 at 3 at offices of Grundy, Union st, Bury
Cadman, Arthur, Nottingham, Commission Agent. Mar 20 at 3 at offices of Norman, Nottingham
Calderwood, George, Peckham, Draper. Mar 21 at 2 at offices of Soppet, Newgate st. Webb and Son, Barbican
Carr, William, Blackburn, Mineral Water Manufacturer. Mar 23 at 11 at offices of Wheeler and Fletcher, Blackburn
Case, Robert, Hilgay, Norfolk, Farmer. Mar 23 at 12 at County Court House, Downham Market. Reed and Wayman, Downham Market
Cash, Joseph Harper, Wilson st, Finsbury, Insurance Broker. Mar 27 at 2 at offices of Henry, Holborn
Chadwell, Sarah Jane, Oxford, Cutler. Mar 23 at 12 at offices of Galpin, New Inn Hall st, Oxford
Crainer, Frederick, Welford-on-Avon, Gloucester, Oil Salesman. Mar 20 at 12 at offices of Sanderson, Church st, Warwick
Day, Ezra, Wakefield, York, Shoe Dealer. Mar 20 at 3 at the George Hotel, Wakefield. Dryden, Wakefield
Dearsley, Emma, Sloane st, Milliner. Mar 17 at 2 at the Guildhall Tavern, Gresham st. Mable
Dickinson, Joseph John, Ipswich, Boot Maker. Mar 18 at 11 at offices of Mills, Elm st, Ipswich
Dixon, William, Knottingly, York, Grocer. Mar 20 at 3 at offices of Foster and Raper, Ropergate, Pontefract
Down, William, Stoke Newington rd, Builder. Mar 20 at 3 at offices of Stewart, Fore st Edge, Mary Ann, Birkenhead, Butcher. Mar 21 at 3 at offices of Hannan and Pugh, Duncan st, Birkenhead
Fisher, Thomas, Barrow in Furness, Dealer in Iron Ore. Mar 21 at 2 at the Victoria Hotel, Church st, Barrow in Furness. Barrow, Barrow in Furness
Foden, William, Salford, Lancaster, Grocer. Mar 23 at 3 at the Mitre Hotel, Cathedral rd, Manchester. Creek and Co, Manchester
Gray, Thomas, Bristol, Baker. Mar 21 at 12 at offices of Atchley, Clare st, Bristol
Griffiths, David, Bridgend, Glamorgan, Licensed Victualler. Mar 22 at 12.30 at offices of Randall, Nolton st, Bridgend
Hargreaves, Thomas, Lancaster, Game Dealer. Mar 20 at 11 at offices of Holden and Whelon, Church st, Lancaster
Harper, Edwin, Prince Teck bldgs; Earl's crt rd, Greengrocer. Mar 24 at 3 at offices of Stokes, Chancery lane
Harris, Charles, Birmingham, General Dealer. Mar 17 at 11 at offices of Parry, Colmore row, Birmingham
Harvey, David, Chesterton, Cambridge, Cook. Mar 20 at 11 at offices of Wayman, Silver st, Cambridge
Haslett, Alfred, Canterbury Theatre of Varieties, Manager. Mar 20 at 3 at offices of Reader, Ely pl, Holborn
Hebblethwaite, Jeremiah, Wakefield, Provision Dealer. Mar 18 at 11 at offices of Kemp, Barstow sq, Wakefield
Henderson, Thomas, Newcastle-upon-Tyne, Poulterer. Mar 22 at 11 at offices of Scott, White House bldgs, Pilgrim st, Newcastle-upon-Tyne
Henrich, Johann George, Redesdale st, Chelsea, out of business. Mar 16 at 11 at offices of Dobson, Minories
Hepper, Arthur, Launceston, Cornwall, Seedman. Mar 17 at 12 at King's Arms Hotel, Launceston. Coward and Coward, Launceston
Hillier, Henry, and Henry Hallett, Rochdale, Provision Dealers. Mar 21 at 3 at Dog and Partridge Inn, Fennel st, Manchester. Brierley, Rochdale
Holt, Alfred, Gorton, Lancaster, Soap Manufacturer. Mar 20 at 3 at offices of Simpson, Manchester
Howlett, James, Hodon, York, Boot Maker. Mar 20 at 3 at offices of Summers, Kingston upon Hull
Humphreys, Edward, Aberystwith, Cardigan, Ship Owner. Mar 23 at 11 at offices of Hughes, Aberystwith
Hurst, William Jeffrey, Bernonsey, Registrar of Births and Deaths. Mar 20 at 2 at offices of Simpson and Palmer, Southwark
Hyslop, James, Blackburn, Travelling Draper. Mar 20 at 11 at offices of Wheeler and Fletcher, Blackburn
Irvine, William, Sunderland, Tailor. Mar 21 at 3 at offices of Lawson, Villiers st, Sunderland
Kilgilt, George, Bloomsbury st, Auctioneer. Mar 23 at 3 at offices of Godfrey, Chancery lane. Hooper
Knight, Henry, Kingsclere, Southampton, Carpenter. Mar 20 at 11 at offices of Lucas, Newbury
Lawton, Frederick Alfred, Stoke upon Trent, Coal Merchant. Mar 18 at 11 at offices of Ashwell, Stoke upon Trent
Leighton, Francis Henry, Oldbury, Worcester, Factors' Clerk. Mar 20 at 11 at offices of Peel, Birmingham
Lomax, Benjamin Howarth, Manchester, Publisher. March 17 at 3 at offices of Nadin, King st, Manchester
Longman, Albert Thurston, Brent st, Hendon, Builder. March 20 at 3 at the Jamaica Coffee house, St Michael's alley, Cornhill. Warburton and De Paula, West st, Finsbury circus

Mallet, John, jun., Great Torrington, Devon, Dairyman. March 21 at 3.30 at offices of Thorne, Castle st, Barnstable
Marshall, Nathaniel, Luton, Northampton, Farmer. March 18 at 12 at offices of Deacon and Wilkins, Cross st, Peterborough
Mathew, Thomas Charles, Early mews, Camden Town, Lead Merchant. March 23 at 12 at offices of Ellen, Chancery lane
Merrick, Robert, Berrington, Salop, Licensed Victualler. Mar 21 at 11 at offices of Morris, Swan Hill, Shrewsbury
Millard, William Carey, Farnham, Surrey, Glass Dealer. Mar 20 at 2 at offices of Vandercorn and Co, Bush lane
Miller, Joseph, Blackburn, Shirt Maker. Mar 21 at 11 at the White Bull Hotel, Church st, Blackburn. Needham, Blackburn
Miller, William Eakon, Howden, York, Draper. Mar 20 at 12 at offices of England and Son, Howden
Monk, Albert James, Lower Edmonton, Builder. Mar 23 at 11 at offices of Wolferstan and Co, Iromonger lane
Moor, James Maitland Hoar, Birmingham, out of employment. Mar 17 at 3 at office of Fallows, Cherry st, Birmingham
Ormerod, Edward, Atherton, Lancaster, Engineer. Mar 20 at 11 at office of Holmes and Johnson, Victoria bldgs, King st, Wigan. Part and Co, Wigan
Parker, James, Ansley, Warwick, Farmer. Mar 20 at 12 at Newdegate Hotel, Nuneaton. Close, Derby
Parnell, Richard, Westminster Bridge rd, Manager to a Loan Office. Mar 16 at 11 at office of Chapman, Pancras lane
Parr, Thomas, Greetland, Halifax, York, Stone Merchant. Mar 20 at 11 at the Crown Hotel, Horton st, Halifax. Rhodes, Halifax
Pennicard, John, Brighton, Boot and Shoe Maker. Mar 22 at 3 at office of Goodman, North st, Brighton
Peverley, William, Old Kent rd, Leather Dresser's Manager. Mar 15 at 10 at Finsbury sq bldgs, Chiswell st. Whitwell and Co
Pierce, Sidney, Farington Gurney, Somerset, Blacksmith. Mar 22 at 2 at office of Thatcher, Midsomer Norton
Poulson, Andrew, Samuel Drought, and John William Coxon, Cuerdley, Lancaster, Ironfounders. Mar 27 at 3 at office of Davis and Co, Market place, Warrington
Pollington, Edward, Hastings, Builder. Mar 16 at 12 at 37, Southampton bldgs, Chancery lane. Meadows and Elliott, Hastings
Price, John, Kingswinford, Stafford, Licensed Victualler. Mar 18 at 10.30 at offices of Clulow, High st, Brierly hill
Price, Robert, Willenhall, Stafford, Stamper and Piercer. Mar 17 at 11 at offices of Clark, New rd, Willenhall
Pridham, Albert Edward, Llanely, Carmarthen, Chemist. Mar 21 at 11 at offices of Howell, Stepney st, Llanely
Reddan, James Henry, Birmingham, Gas Engineer. Mar 21 at 3 at offices of Johnson and Co, Waterloo st, Birmingham
Rowland, William, Old Kent rd, Boot and Shoe Maker. Mar 23 at 3 at the offices of Kington and Stock, Walbrook
Rumball, William Lewis, Richmond Surrey, Fine Art Dealer. Mar 20 at 3 at the offices of Durrant, Guildhall Chambers, Basinghall st
Skaife, Smith William, West Gorton, Manchester, Provision Dealer. Mar 20 at 3 at Blackfriars Hotel, Blackfriars st, Manchester. Hill, Manchester
Smith, John Edward, Paternoster row, Solicitor. Mar 17 at 3 at offices of Butcher, Bouverie st, Fleet st
Sommerville, Elizabeth Ann, Montague st, Russel sq, Lodging House Keeper. Mar 31 at 2 at Law Institution, Chancery lane. Thompson and Ward, Bedford row
Spencer John, jun, Netherbury, Dorset, Carpenter. Mar 20 at 10.30 at Greyhound Hotel, Brixton. Howard, Melcombe Regis
Stringer, Edwin Harper, Stourbridge, Boot Dealer. Mar 17 at 11 at Talbot Hotel, High st, Stourbridge. Collis, Stourbridge
Thaine, John, sen, Sea Palling, Norfolk, Farmer. Mar 20 at 3 at office of Sadd and Linay, Theatre st, Norwich
Thompson, James, and Samuel Thompson, Farost, Huntingdon, Farmers. Mar 21 at 11.30 at Angel Hotel, Peterborough. Cranfield, St Ives
Thursfield, William, Mincing lane, Coffee Broker. Mar 27 at 2 at office of Plews and Co, Mark lane
Town, Albert, Kennington rd, Fishmonger. Mar 17 at 3 at 214, Kennington pk rd. Brunskill, St James st, Bedford row
Twamley, George William, Leeds, Grocer. Mar 20 at 3 at office of Craven, East parade, Leeds
Walker, Tom, Cockermouth, Cumberland, Ironmonger. Mar 18 at 12.30 at Court house, Cockermouth. Jennings, Cockermouth
Warwick, William Guy, Bishopstoke, Hants, Farmer. Mar 17 at 2 at office of Guy, Albion ter, Southampton
Waver, Henry Charles, Bath, Baker. Mar 20 at 12 at office of Simmons and Co, Edgar bldgs, Bath
Wherrett, Henry, Croydon, Baker. Mar 17 at 11 at Green Dragon Hotel, High st, Croydon. Dennis, Croydon
Whittingham, John, Nantwich, Miller. Mar 20 at 2 at offices of Lisle, Nantwich
Wholey, Robert Jarvis, Kingston upon Hull, Licensed Victualler. Mar 20 at 11 at office of Summers, Kingston upon Hull
Wood, James, Llandudno, Dealer in Fancy Goods. Mar 17 at 1 at Erskine Arms Hotel, Conway. Reece and Co, Birmingham
Woodhead, George, Manchester, Printers. Mar 17 at 4.30 at offices of Addleshaw and Warburton, Manchester
Wright, George, Sheffield, Plumber. Mar 17 at 3 at offices of Clogg and Sons, Victoria Chambers, Sheffield

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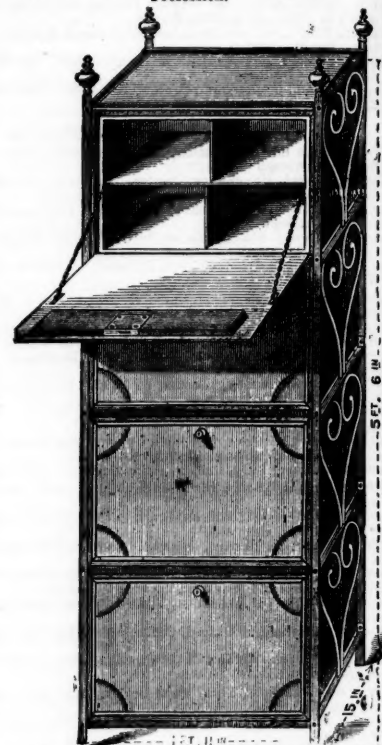
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